

MINUTES OF THE COMMON COUNCIL

TUESDAY, JUNE 18, 2013, 7:00 P.M. COUNCIL CHAMBERS ROOM 203, CITY HALL

Roll call: Mayor James J. Schmitt, City Clerk Kris A. Teske, City Attorney Tony Wachewicz. Alderpersons: J. Wiezbiskie, Thomas DeWane, A. Nicholson, Tim DeWane, A. Kocha, J. Moore, D. Boyce, J. Brunette, J. Warner, M. Steuer, B. Danzinger, T. Sladek. Excused: None.

Pledge of Allegiance.

Mayor Schmitt led the invocation.

Moved by Ald. Wiezbiskie, seconded by Ald. Nicholson to approve of minutes of the May 21, 2013, meeting. Motion carried.

Moved by Ald. Nicholson, seconded by Ald. Kocha to approve the agenda. Moved by Ald. Thomas DeWane, seconded by Ald. Kocha to amend the agenda by moving the bonding requests after the Petitions and Communications and the Committee of the Whole to the end. Motion carried.

Moved by Ald. Steuer, seconded by Ald. Wiezbiskie to adopt the agenda as amended. Motion carried.

REPORT BY THE MAYOR

The Mayor reminded everyone of Kid's Day on June 25, the celebration downtown on July 4 and a fundraiser for Golden House, Bikes & BBQ, on July 19-20 at Leicht Park.

PUBLIC HEARINGS

Zoning Ordinance No. 7-13

An ordinance rezoning property located in the 300 blocks of North VanBuren Street and North Webster Avenue and the 900 blocks of Main Street and Pine Street from General Commercial (C1) District to Neighborhood Center (NC) District.

No one appeared.

Zoning Ordinance No. 8-13

An ordinance creating a Planned Unit Development for the proposed Whitney Park Townhomes located in the 300 block of North VanBuren Street.

No one appeared.

PETITIONS & COMMUNICATIONS

IMPROVEMENT & SERVICE COMMITTEE

Applications for Concrete Sidewalk Builder's Licenses by the following:

- A. Mike Delahaut Construction, Inc.
- B. Howard Immel, Inc.
- C. Pasanen's Services, LLC

Request by Ald. Boyce for a revision of the house number ordinance to include a new standard design selected by the Green Bay Fire Department.

PARK COMMITTEE

Request by Ald. Steuer to look at vacant green spaces/outlots that could be looked at as potential sites for community gardens.

PERSONNEL COMMITTEE

Request by Ald. Nicholson to review the Hook & Ladder Program with possible action.

PROTECTION & WELFARE COMMITTEE

Request by the owner's of Cropseys On State, 1336 State Street, to hold an outdoor event on August 24, with music until 1:00 A.M.

Application for a "Class A" Liquor and a Class "A" Beverage License by Krist Oil Company at 1369 E. Mason Street.

Notice of the change of agent for Kocoro, LLC at 301 N. Adams Street.

Application for a "Class B" Combination License by B & K Enterprises, LLC at 813 S. Broadway. (Transfer from RooBee Entertainment Group, ILC)

Application for an available "Class B" Combination License by Denis La at 418 S. Military Avenue.

Application for an available "Class B" Combination License by J3MBC, LLC at 201 N. Washington Street.

Request by Ald. Boyce for adoption of a downtown saggy pants policy, with possible action.

TRAFFIC COMMISSION

Request by Ald. Sladek for discussion and possible action on the establishment of a taxi waiting area on the east side of S. Washington Street, south of Doty Street.

Moved by Ald. Steuer, seconded by Ald. Thomas DeWane to allow the Protection & Welfare Committee to be the final approving authority for the change of agent for Kokoros, LLC and the applications by B & K Enterprises, LLC and Denis La. Motion carried.

Moved by Ald. Steuer, seconded by Ald. Danzinger to refer the petitions and communications to the appropriate committee or commission. Motion carried.

REPORTS FOR COUNCIL ACTION

REPORT OF THE GREEN BAY PLAN COMMISSION June 18, 2013

The Green Bay Plan Commission, having met on Tuesday, May 28, 2013, considered all matters on its agenda and wishes to report and recommend the following:

- 1. To approve the Conditional Use Permit (CUP) to authorize a single-family dwelling in an Office Residential (OR) District located at 602 N. Chestnut Avenue.
- 2. To deny the rezone of 117 N. Ashland Avenue from Low Density Residential (R1) to General Commercial (C1) and the rezone of 107-109 N. Ashland Avenue from Highway Commercial (C2) to General Commercial (C1).
- 3. To approve the rezone of the 300 Block of North Van Buren Street from General Commercial (C1) to Neighborhood Center (NC) and the rezone of the 300 Block of North Webster Avenue, the 900 Block of Main Street, and the 900 Block of Pine Street from General Commercial (C1) to Neighborhood Center (NC). In addition, the Plan Commission directed staff to work with the developer on a proposed Planned Unit Development (PUD) ordinance to address concerns expressed within the staff report.

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the report with the exception of Item #2. Motion carried.

Moved by Ald. Thomas DeWane, seconded by Ald. Nicholson to suspend the rules to allow interested parties to speak. Motion carried.

John Heinz, 4426 Shawano Avenue, owner of the Blackstone Restaurant, would like additional parking.

Richard Shell, 114 N. Ashland Avenue, doesn't want a parking lot and spoke for some of the neighbors.

Paul Matuszek, 121 N. Ashland Avenue, feels his property will be devalued, and he also spoke for some of his neighbors.

Moved by Ald. Wiezbiskie, seconded by Ald. Nicholson to return to the regular order of business. Motion carried.

Moved by Ald. Warner, seconded by Ald. Nicholson to refer Item #2 back to the Plan Commission. Motion carried.

REPORT OF THE GREEN BAY PLAN COMMISSION June 18, 2013

The Green Bay Plan Commission, having met on Monday, June 10, 2013, considered all matters on its agenda and wishes to report and recommend the following:

- 1. To approve the creation of a Planned Unit Development (PUD) for the proposed Whitney Park Townhomes located in the 300 Block of North Van Buren Street.
- 2. To approve the Conditional Use Permit (CUP) to authorize a two-family dwelling in an Office Residential (OR) District located at 1108 Cherry Street subject to the following:
 - a) A site plan being submitted for the paving of the drive and any related site improvements; and
 - b) All citations and complaints are addressed and complied with to the satisfaction of the Inspection Department.

Moved by Ald. Thomas DeWane, seconded by Ald. Tim DeWane to adopt the report. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY May 21, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, May 14, 2013, considered all matters on its agenda and wishes to report and recommend the following:

 The Authority met in closed session to review a Development Agreement for Parcels 12-118 and 12-119 in downtown. The Authority approved the Development Agreement and recommends Council approval.

DEVELOPMENT AGREEMENT SCHAUER & SCHUMACHER

| | THIS TRI | -PARTY AGF | REEMENT (| hereinafte | r called the | "Agreem | ent") made | as of |
|-------------|------------------|-----------------------|------------|------------|--------------|------------|---------------|------------|
| the _ | day | of | , 2013 | , by and | between | the RE | DEVELOPM | ENT |
| AUTH | IORITY OF | THE CITY | OF GREEN | BAY (he | reinafter ca | lled the " | RDA"), the | CITY |
| OF G | REEN BAY | Y (hereinafter | called the | "CITY") ar | d Benklin (| Group, LL | C, a (herein | after |
| called | the "DEV | (ELOPER"). | The RDA, | CITY and | d DEVELC | PER ma | y collectivel | y be |
| referre | ed to as the | e "PARTIES." | | | | | • | • |

WITNESSETH:

WHEREAS, the RDA owns the property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel nos. 12-118 and 12-119) generally located at the northwest corner of the intersection of East Walnut and North Adams Street; and

WHERAS, the RDA is currently working to acquire parcel 12-122 to combine with parcels 12-118 and 12-119 to facilitate a unified redevelopment of the northwest corner of East Walnut and North Adams Street; and

WHEREAS, the City desires to have DEVELOPER construct a mixed-use development with approximately 8-12 loft apartment or condominium units with 8 indoor parking spaces and approximately 3,000 square feet of retail space with an approximate total construction cost of \$2.6 million on the combined parcels; and

WHEREAS, RDA desires to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

- I. <u>PROPOSED PROJECT SCOPE AND CONSTRUCTION</u>. The DEVELOPER proposes to construct an active mixed-use development (the "Project"). The Project shall have between 8 12 residential loft apartment or condominium units, 8 interior parking spaces, and approximately 3,000 square feet of retail or commercial space. The total construction costs will be approximately \$2,600,000.
 - A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than October 15, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
 - B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit

- for any portion of the building constructed on the Project Site) by April 15, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
- C. The CITY will cooperate and use reasonable efforts with respect to any and all permits necessary for completion of the Project.
- D. The DEVELOPER shall comply with all applicable federal, state, and municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
- E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as <a href="Exhibit" B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with federal, state and municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.
- II. <u>PROPERTY TRANSFERS</u>. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:
 - A. The RDA shall convey to the DEVELOPER and DEVELOPER shall take title to the Property no later than July 15, 2013, for One Dollar (\$1.00) unless CITY assigns its Purchase Agreement for the Property to DEVELOPER. In the event DEVELOPER takes title of the Property pursuant to assignment of CITY's Purchase Agreement, then Section V. shall be null and void. The Property transfer shall occur upon adequate proof to RDA that all Project financing and construction contracts are executed. The Property shall be conveyed by RDA to DEVELOPER in an "as-is" condition and by quitclaim deed.
 - B. DEVELOPER shall deposit a refundable development fee of \$50,000.00 at

closing for the Property. DEVELOPER shall forfeit this development fee if DEVELOPER fails to complete the Project pursuant to the terms and conditions of this Agreement. RDA may, in its sole discretion, release this fee to DEVELOPER if RDA determines after satisfactory proof that this fee will complete the Project.

C. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a guit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the

- terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.
- D. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Project Site, but cannot guarantee approval of any zoning requests. If, through no fault of the DEVELOPER, <u>ALL</u> governmental approvals, including but not limited to a building permit, zoning for DEVELOPER's intended project, grading permit, sanitary permit, water permit, and other entitlements and approvals required for the DEVELOPER's intended project by governmental or municipal bodies governing the property are not granted within one hundred and fifty (150) days, then the DEVELOPER will be granted a six month extension to complete the project per I.B. The RDA shall act as the arbitrator in determining the DEVELOPER's fault in regards to the eligibility for the extension herein described.

III. PARKING.

A. The DEVELOPER shall construct an interior parking garage with access points on the Project site. Parking and entrances shall comply with all applicable codes and new curb openings and vehicle egress may be subject to Wisconsin Department of Transportation review and approval. DEVELOPER shall be responsible for any modification, damage and/or repair to the public right of way resulting from any construction activity.

IV. <u>EASEMENTS, COVENANTS AND LICENSES</u>.

- A. The CITY and the DEVELOPER will enter into all necessary easements for the Project Site as may be determined to be necessary. The easements shall run with the land and benefit all subsequent owners of both sides of the property.
- B. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.
- C. In the event that the RDA or CITY acquires Parcel No. 12-122, RDA or CITY may convey this Parcel to DEVELOPER in its entirety or retain ownership contingent upon DEVELOPER maintaining the Parcel and CITY or RDA granting ingress-egress access to the Property's interior parking.

V. <u>FINANCING</u>.

- A. The DEVELOPER shall provide satisfactory proof of financing to the RDA and the CITY of a minimum of \$2,000,000.00. Satisfactory proof of financing shall include, but is not limited to, personal financial statements, letters of credit, or any loan commitments. DEVELOPER shall provide updated personal financial statements to RDA and CITY on an annual basis for the term of this Agreement.
- B. In order for this Project to occur, CITY shall contribute the lesser of \$275,000 in Tax Increment Financing Assistance or the RDA's actual acquisition costs to obtain the property. These TIF funds shall be repaid through the incremental taxes realized by the property taxes generated by the Property plus the Annual Shortfall (as defined in Section V.C.).
- C. DEVELOPER shall personally guarantee CITY's debt service for the TIF contribution with offsetting credit for the incremental tax assessments generated by the property. Generally, a final Assessed Value of approximately \$1.98 million should be adequate to service the CITY's debt on the project. If however the Actual Assessed Value is less than \$1.98 million, the Developer will be responsible for paying the difference between the actual incremental taxes generated by the project and the CITY's debt service payment. This shall be known as the Annual Shortfall. DEVELOPER shall be invoiced for any Annual Shortfall that exists in a calendar year and shall pay the Annual Shortfall within thirty (30) days of receipt of the CITY's invoice. If DEVELOPER fails to pay for the Annual Shortfall, then the CITY may place the amount as a special charge against the Property or pursue collection pursuant to DEVELOPER's personal quarantee.
- D. Any individual member of the DEVELOPER shall provide a personal guarantee to the CITY/RDA to guarantee CITY's debt service. CITY/RDA will have no right to recall payment of the full amount of the declining principal balance except as otherwise provided in Section VII.A. herein. DEVELOPER's personal guarantee shall expire or be released upon the sooner of retirement of CITY's debt service or 13 years if there are no outstanding payments on principal and/or interest.

VI. <u>ENVIRONMENTAL</u>

A. Subsequent to the conveyance of the Property to DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY and RDA's agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty,

assessment, liability or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous materials or substances as defined under Environmental Laws, whether on or off the Property; and (b) arising from the breach of any warranty, covenant or representation of DEVELOPER to CITY or RDA, or any other obligation of DEVELOPER to CITY OR RDA under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to Comprehensive Environmental regulation under, the Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seg.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seg.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section shall survive the conveyance to Developer of the Property.

VII. DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIGATIONS.

- A. DEVELOPER shall not sell or transfer the property for the two years following the execution of this Agreement without the RDA's consent. In the event a sale or transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. DEVELOPER shall allow RDA or CITY representatives regular access to the Property to monitor the progress of construction. DEVELOPER shall

provide invoices of construction work, if requested by RDA or CITY, at ninety (90) day intervals. If DEVELOPER fails to perform any terms or conditions under this Agreement, DEVELOPER'S entire \$50,000.00 development fee shall be forfeited to the CITY and DEVELOPER shall convey Property back to the RDA.

- C. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- C. DEVELOPER shall be prohibited from selling the Property to a non-profit organization without the RDA's consent.
- D. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- E. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- F. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- G. The DEVELOPER shall prepare or have prepared Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than August 1st, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. DEVELOPER shall maintain all significant historic building features, such as architectural details and materials. Any new façade

openings shall reasonably attempt to replicate the detail, materials, and proportions of existing openings. All exterior design plans shall be approved by the RDA and the CITY's Historic Preservation Commission prior to the commencement of construction. DEVELOPER shall not perform any structural demolition without prior written approval of the RDA.

The RDA may approve, disapprove or impose further requirements with respect to the Design Development Documents, provided, however, that if the Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.

- H. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- I. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- J. All documents shall be submitted in triplicate.
- K. The DEVELOPER agrees, as a covenant running with the land to be purchased (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- L. Insurance. Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate

in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Project Site, the RDA shall permit representatives of the DEVELOPER to have access to any part of the property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the property necessary to carry out this Agreement. CITY will use reasonable efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the property to obtain data or perform tests during the term of this Agreement. After transfer of Property to DEVELOPER the CITY shall end any public parking on the Property at the DEVELOPER's direction in anticipation of construction.
- B. After closing on the Project Site, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Project Site at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in

which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the DEVELOPER and the RDA/CITY; accordingly, the RDA/CITY and the DEVELOPER shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the RDA and the DEVELOPER may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The RDA/CITY and the DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or its successors under this Agreement.
- Ε. Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the RDA/CITY and the DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. **Amendments to Agreement**. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. Third Parties. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no

way define or limit the scope of content of this Agreement or in any way affect its provisions.

J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: Benklin Group, LLC

Attn: Peter Nugent 111 North Broadway

Suite B

Green Bay, WI 54303

To RDA: Redevelopment Authority

of the City of Green Bay Attention: Executive Director

100 North Jefferson Street, Room 608

Green Bay, WI 54301

To CITY: City of Green Bay

Attention: City Clerk

100 North Jefferson Street Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

| Attest: | Redevelopment Authority of the City of Green Bay |
|---------|--|
| | Harry Maier, Chairman |
| | P. Robert Strong, Executive Director |
| Attest: | City of Green Bay |
| | James J. Schmitt, Mayor |
| | Kris Teske, Clerk |
| Attest: | Benklin Group, LLC |
| | Peter Nugent, Managing Member |

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B
CONCEPT PLAN

EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION PETER NUGENT

| 1. GUARANTEE. For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to , hereinafter "Debtor," guarantee payment or promise to pay or to cause to be paid to |
|--|
| Lender, when due or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, pursuant to the Development Agreement dated, 2013 (the "Development Agreement"), Tax Increment |
| Financing and Loan extended to Debtor as Developer subject to the Development Agreement, including interest charges and fees provided for in the Development Agreement and any other agreement related to this loan and also including the amount |
| of any payments to Lender or other on behalf of the Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations) and to the extent not prohibited by law, this guarantee or any collateral securing an obligation. Debtor, together with the undersigned, , shall be jointly and severally liable for the amount of any Annual Shortfall realized, as defined in the Development Agreement, plus accrued interest may be collected. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even |
| though any obligation is invalid and unenforceable against the Debtor. In the event of an Annual Shortfall, CITY shall attempt to collect from DEVELOPER first for any and all payments. If the CITY places a lien on the Property for any non-payment, then the CITY may not also look toward the guarantor for payment. |
| 2. REPRESENTATIONS. The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations. |
| 3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees. |
| Dated at Green Bay, Wisconsin, this day of, 2013. |
| Peter Nugent |
| Peter Nugent, subscribed and sworn to before me this day of, 2013. |
| |

| Notary Public, | _ County, WI | |
|-----------------------|--------------|--|
| My commission expires | | |

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the report. Motion carried.

REPORT OF THE GREEN BAY REDEVELOPMENT AUTHORITY June 18, 2013

The Green Bay Redevelopment Authority, having met on Tuesday, June 11, 2013, considered all matters on its agenda and wishes to report and recommend the following:

- 1. To approve a development agreement with the Dermond Group (copy attached) for a seven story (including penthouse) mixed-use development on the northwest corner of Washington and Walnut Streets with approximately 93 residential units, 3,316 square feet of retail, and multi-level interior parking for the residential units with approximately 31 parking spaces to be leased or sold to the owners of Parcel 12-24.
- 2. To approve the term sheet with American Hospitality Management, Inc. (copy attached) for sale and redevelopment of the Clarion Hotel.

DEVELOPMENT AGREEMENT DERMOND PROPERTY ACQUISITION

| | THIS TR | I-PART | Y AGREEM | ENT (here | einafter | called the | e "Agreeme | ent") made | as of |
|-------------|----------------------|--------|--------------|-----------|--------------|-------------|----------------|--------------|-------------|
| the _ | day | of | , | 2013, by | y and | between | the RED | EVELOPI | /IENT |
| AUTH | IORITY O | F THE | CITY OF G | REEN BA | Y (her | einafter ca | alled the "F | RDA"), the | CITY |
| OF | GREEN | BAY | (hereinafter | called | the | "CITY") | DERMONI | D PROPE | ERTY |
| ACQ | JISITION, | LLC, | a Wisconsii | n Limited | Liabilit | ty Compa | ny (herein | after called | d the |
| "DEV | ELOPER" |), and | DPA, LLC, | a Wiscon | isin Lin | nited Liabi | ility Compa | any (hereii | nafter |
| called | "DPA"). ⁻ | The RD | A, CITY, DE | PA and Di | EVELO | PER may | collectivel | y be referr | ed to |
| as the | PARTIE | :S." | | | | | | | |

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-29) generally located on the northwest corner of where North Washington Street and East Walnut Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 91 residential apartment units and approximately 3,316 square feet of retail space; and

WHEREAS, RDA desires to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

WHEREAS, DPA is owned and controlled by members of the DEVELOPER and DPA is a member of DEVELOPER; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

- I. PROPOSED PROJECT SCOPE AND CONSTRUCTION. The DEVELOPER proposes to construct an active mixed-use development (the "Project") on the Property. The Project shall have approximately 93 residential studio, one-bedroom, and two-bedroom apartment units and approximately 3,316 square feet of retail and will cost approximately \$14,800,000, which shall include, but is not limited to, structural pilings, land improvements, multi-level interior parking for the 93 apartment units along with approximately 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and a new 7 (seven) story building, including a penthouse.
 - A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 1, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
 - B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by May 1, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
 - C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
 - D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
 - E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as <a href="Exhibit" B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may

- at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
- F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.
- II. <u>PROPERTY TRANSFERS</u>. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:
 - E. The RDA shall convey to the DEVELOPER the Property for Five Hundred Thousand Dollars and No Cents (\$500,000.00) after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by quitclaim deed. DEVELOPER shall execute a \$500,000.00 Promissory Note (hereinafter "Note") to the RDA at the time of conveyance or closing. The Note shall not bear interest and shall be payable upon DEVELOPER's sale of the property to an unrelated entity with the RDA's consent.
 - F. Note Adjustment. The Note's principal amount shall be reduced by \$300,000.00 if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the Property for at least 10 consecutive years or the Project reaches a \$10,000,000.00 assessed value. Alternatively, the Note shall be completely forgiven if the Project reaches an \$11,500,000.00 assessed value. If none of these conditions are met or satisfied, then the Note shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. The Note shall only be subordinate to DEVELOPER's mortgage for construction and primary financing for the Project.
 - G. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:
 - Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.

- 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
- H. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a quit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

I. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Property, but cannot guarantee approval of any zoning requests.

III. <u>PARKING</u>.

A. The DEVELOPER shall construct a multi- level interior parking garage with approximately 93 stalls, 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and access points on the site of the Project for use by the occupants of the Property. Parking and entrances shall comply with all applicable codes and are subject to approval of the CITY and Wisconsin Department of Transportation.

IV. <u>EASEMENTS, COVENANTS AND LICENSES</u>.

- A. The CITY/RDA and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the Property. There shall be no annual charges or fees associated with such easements.
- B. The CITY/RDA may grant DEVELOPER a temporary construction license or easement to perform work from public rights of way, subject to conditions and approval by the Department of Public Works.
- C. CITY/RDA shall provide a perpetual landscape easement upon CITY's right-of-way, which shall not obstruct public access, to accommodate DEVELOPER-funded landscape treatments, plazas, and other amenities facing the CityDeck and Fox River.
- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

V. FINANCING.

E. The DEVELOPER shall obtain a private loan commitment of at least \$8,700,000 and DEVELOPER equity of at least \$2,300,000.00

- In order for this Project to occur, CITY shall contribute not less than F. \$2,484,000.00 in Tax Increment Financing Assistance to DPA (the "Project Grant"). CITY shall structure the debt service for the Project Grant to include capitalized interest to cover the first two years of debt service. The capitalized interest shall be amortized over the term of the loan, which shall be fifteen years, and included within the guarantee set forth in Paragraph C. below. DPA agrees to contribute the Project Grant to the capital of the DEVELOPER for investment in the Project. CITY shall disburse the Project Grant to DPA on a monthly basis during the course of construction of the Project, in proportion to the construction financing for the Project, subject to CITY's review and approval of the invoices. The CITY's costs of funding the Project Grant shall be repaid through the Tax Increments generated by the Project, plus the Deficit Payments, if any. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Paragraph C. below shall be required.
- G. Personal Guarantee. Any individual member of the DEVELOPER shall personally quarantee the entire amount of the CITY's debt service, which shall include capitalized interest, incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The CITY's Debt Service is defined as the cost of CITY's borrowing on \$2,484,000.00 of TIF funding, including capitalized interest, over the life of the TIF District. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against DEVELOPER shall provide updated personal financial the property. statements on a yearly basis to allow the CITY/RDA to review in relation to this guarantee. Any guarantee under this section for a Deficit Payment shall expire at the end of the life of the TID.

VI. <u>ENVIRONMENTAL</u>

A. The RDA and/or CITY shall make available all known environmental reports and activity upon the property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any extraordinary site clean-up costs; however, CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of

clean-up only upon obtaining external grant funds covering the entire cost of clean-up.

В. Subsequent to the conveyance of the Property to the DEVELOPER, the shall be responsible for, indemnify, pay on behalf of, **DEVELOPER** defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the conveyance of the Property; and (b) arising from the date of breach of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

> As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seg.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products. (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

- A. Upon the sale of the Property with the RDA's consent, the RDA may approve DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee. DEVELOPER may, at its discretion, choose to pay off the remaining balance of the Project Grant at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. DEVELOPER represents that it is aware of a Development Agreement dated March 24th, 2004, between CITY, RDA, and NICOLET JOINT VENTURES, LLC, and DEVELOPER agrees that it shall comply with all provisions of that Agreement concerning this Project.
- C. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- D. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA.
- E. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- F. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- G. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable

- efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- Н. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than October 1, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved. The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.
- I. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- J. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- K. All documents shall be submitted in triplicate.
- L. The DEVELOPER agrees, as a covenant running with the Property (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- M. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during con-

struction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten (10) days written notice prior to termination or cancellation of such coverage.

VIII. MUTUAL RIGHTS OF ACCESS.

- A. Prior to closing on the Property, the RDA shall permit representatives of the DEVELOPER to have access to any part of the Property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the Property necessary to carry out this Agreement. CITY will use reasonable efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the Property to obtain data or perform tests during the term of this Agreement.
- B. After closing on the Property, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event,

within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.

- B. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.

- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or DPA or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or DPA or its successors under this Agreement.
- Ε. Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.
- F. **Amendments to Agreement**. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties**. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. **Formalities and Authority.** The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no

way define or limit the scope of content of this Agreement or in any way affect its provisions.

J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: Dermond Property Acquisition, LLC

Attention: Nora Pecor 757 N. Water Street Milwaukee, WI 53202

To DPA: DPA, LLC

Attention: Nora Pecor 757 N. Water Street Milwaukee, WI 53202

To RDA: Redevelopment Authority

of the City of Green Bay Attention: Executive Director

100 North Jefferson Street, Room 608

Green Bay, WI 54301

To CITY: City of Green Bay

Attention: City Clerk

100 North Jefferson Street Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

| Attest: | Redevelopment Authority of the City of Green Bay |
|---------|---|
| | Harry Maier, Chairman |
| | P. Robert Strong, Executive Director |
| Attest: | City of Green Bay |
| | James J. Schmitt, Mayor |
| | Kris Teske, Clerk |
| Attest: | Dermond Property Acquisition, LLC |
| | |
| Attest: | DPA, LLC |
| | |
| | |

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B

CONCEPT PLAN

EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION INSERT PRINCIPAL NAME

| 1. GUARANTEE. For value received, and to induce the City of Green Bay and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to DPA, hereinafter "Debtor," the undersigned guarantees payment or promises to pay or to cause to be paid to Lender, when due, or to the extent not prohibited by law at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all Deficit Payments due under the Development Agreement dated, 2013 (the "Development Agreement"), including interest charges and fees provided for in the Development Agreement and any other agreement related to the Project Grant (as defined in the Development Agreement) and also including the amount of any Deficit Payments made by Debtor to Lender or other on behalf of the Debtor which are recovered from Lender by a trustee, receiver, creditor, or other party pursuant to applicable state law (the obligations). To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against the Debtor. |
|--|
| 2. REPRESENTATIONS. The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations. |
| 3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees. |
| 4. TERM . This guarantee for any Deficit Payment shall expire at the end of the life of the TID. |
| Dated at Green Bay, Wisconsin, this day of, 2013. |
| |

PRINCIPAL NAME

| me this day of | | n to before |
|----------------|------------|-------------|
| | | _ |
| Notary Public, | County, WI | _ |

TERM SHEET Clarion Hotel Redevelopment Project 200 Main Street

The terms and conditions described herein are part of a comprehensive purchase and/or development agreement between and amongst the parties hereto, each element of which is consideration for the other elements and an integral aspect of the proposed agreements (defined below). This term sheet ("Term Sheet") does not constitute an offer or a legally binding obligation of any party hereto, or any other party in interest, nor does it constitute an offer of securities.

The transactions contemplated by this Term Sheet are subject to conditions to be set forth in a definitive agreement, including without limitation a purchase agreement, a development agreement and other supporting documentation. Any definitive agreement shall have the standard representations and warranties that are customary in such transactions.

Until publicly disclosed by the parties hereto, this Term Sheet and the information contained herein are strictly confidential and may not be shared by any party without the prior written consent of all parties hereto.

1. Property Purchase

a. American Hospitality Management, Inc., a Michigan corporation, on behalf of an entity to be formed for the sole purpose of bringing the transactions contemplated by this Term Sheet to fruition (hereinafter referred to as "Developer") will purchase from Redevelopment Authority (hereinafter referred to as "RDA") the portion of Parcel 12-164 200 Main Street (Clarion Hotel Property) for \$2.7 M as described in Exhibit A. The RDA shall retain title to property and air-rights described in Exhibit B for the future expansion of the KI Convention Center. (NOTE: will include air rights, footing easements, Clarion meeting rooms and land under meeting rooms, and any other property required for KI Convention Center expansion. The Hotel Meeting Space is to be demolished under the development plan of the City. The City will construct new KI Convention Center meeting rooms within a portion of this area.

Developer shall have, at its option, the right to enter into an agreement with the City of Green Bay for management of the City-owned boat docks

- located along the east shore of the Fox River north of the Foxy Lady dock, see attached Dock Management Agreement.
- b. The City shall resurface the parking lot area located beneath the KI expansion construction in conjunction with the redevelopment of the convention space.
- 2. Developer Guaranteed Tax Increment Financing ("TIF"). If Developer requests TIF as part of its capital structure, then both parties would agree to negotiate any Tax Increment Financing component in good faith.
- 3. City will cooperate with respect to any and all permits necessary for Project.
- 4. Environmental.
 - a. Developer may elect to conduct an environmental assessment of the Property prior to purchase.
- 5. Following City Council authorization of this term sheet, a development agreement consistent with the terms and conditions herein shall be executed by the Redevelopment Authority, Mayor, and Clerk subject to legal and technical changes.
- 6. Developer Equity Not less than 10% of total project cost.
- 7. Development Description.
 - a. Development cost Project to be no less than \$4,000,000 investment into the property, excluding acquisition costs. Project to include, without limitation, rehabilitation and upgrade of a 146 room, five-story hotel building; first floor lobby, or related hospitality services. Once completed, the hotel will be a Hilton or IHG flag (quality of a Marriott Courtyard or Hampton Inn) subject to franchise approval.
 - b. Parking to be addressed as part of the site plan approval process.

| DEVELOPER: AMERICAN HOSPITALITY MANAGEMENT, INC. | CITY: |
|--|---------------------------|
| Fredrick W. Kindell, Vice President | James J. Schmitt, Mayor |
| REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY: | Kris A. Teske, City Clerk |

| Harry Maier, Chairman | |
|-----------------------------|------------------|
| | |
| P. Robert Strong, Secretary | – EXHIBIT "A" |

EXHIBIT "B"

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to adopt the report. Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt Item #1. Motion carried. Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt Item #2. Moved by Ald. Thomas DeWane, seconded by Ald. Tim Dewane to hold Item #2 until the July 30 meeting. Motion carried on a 7 to 5 display vote.

REPORT OF THE TRAFFIC COMMISSION June 18, 2013

The Traffic Commission having met Monday, May 20, 2013, considered all matters on its agenda and wishes to report and recommends the following:

- 1. To receive and place on file the request to add an eastbound to northbound left-turn arrow to the traffic signal at Dousman Street and Broadway.
- 2. To postpone the request to review the intersection of Dousman Street and Military Avenue, where Boland Road comes to a T-intersection at Dousman Street, specifically addressing the NO TURN ON RED sign on southbound Military Avenue until the June 17, 2013 Traffic Commission meeting.
- 3. To receive and place on file the request to evaluate the traffic speeds on Van Deuren Street at Newtols Street, and to consider switching the 2-WAY STOP condition from Newtols Street to Van Deuren Street, with possible action.
- 4. To remove and adopt by ordinance the NO PARKING 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Langlade Avenue from Briquelet Street to Ridge Road.
- 5. To establish and adopt by ordinance a NO PARKING 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Langlade Avenue from Briquelet Street to a point 90 feet west of Ridge Road.
- 6. To establish and adopt by ordinance a NO STOPPING OR STANDING 7 AM TO 4 PM SCHOOL DAYS zone on the north side of Langlade Avenue from a point 90 feet west of Ridge Road to Ridge Road.

7. To receive and place on file that the Traffic Engineer requests Jackson Elementary school staff to inform parents of the parking zone changes on Langlade Avenue.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adopt the report. Motion carried.

REPORT OF THE FINANCE COMMITTEE June 18, 2013

The Finance Committee, having met on Tuesday, June 11, 2013, considered all matters on its agenda and wishes to report and recommend the following:

- 1. To receive and place on file the review of potential retirements for 2013 with a follow up to this report to come back to the committee in August.
- 2. To award the purchase of an Information Backup System to Unitrends for \$139,798.
- 3. To approve the purchase of six (6) SCBA's to Oshkosh Fire & Police Equipment, Inc. for \$22,886.
- 4. To award the purchase of Artistic Painting services for the Bay Beach Sea Dragon Ride & Sign to Joseph Ott for \$12,500.
- 5. To approve the request by the Finance Director, on behalf of the City Assessor, to cancel certain real and personal property taxes.
- 6. To approve the report by the Finance Director of the State Board of Assessors determination to reduce Aurora Baycare's personal property assessed value from \$4,064,077 to \$6,411 and the payment of \$101,911.80 made to the organization to stop the accrual of interest and penalties.
- 7. To hold for one month the discussion and possible action on Oneida Tribe's request to designate certain properties as tax exempt.
- 8. To receive and place on file the report of the Finance Director.

2013 Contingency Fund \$92,000 Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report. Motion carried.

REPORT OF THE IMPROVEMENT AND SERVICE COMMITTEE June 18, 2013

The Improvement and Service Committee, having met on June 12, 2013 considered all matters on its agenda and wishes to report and recommend the following:

- 1. To approve the request by Dan Erickson to rescind the solid waste removal charge of \$57.00 at 811 Elmore Street.
- 2. To approve the request by Neil Cavanaugh to rescind the early set out charge of \$57.00 at 1100 Lyndon Street.
- 3. To approve the request by Danielle Courchaine to rescind the early set out charge of \$57.00 at 920 Edgewood Drive.
- 4. To deny the request by Sue Chenault to rescind the early set out charge of \$57.00 at 2035 Manitowoc Road.
- 5. To approve the request for Richard Binversie, a crossing guard, to create a permanent storage location for the orange crossing cones used by him at the southwest corner of Humboldt Road and Laverne Drive provided conditions as outlined by staff are met.
- 6. To approve the request by Ald. Kocha, on behalf of Patrick Farrell, for a special exemption to the City's street terrace policy, allowing for a vegetable garden to be planted in the terrace of 604 James Street provided that Mr. Farrell enters into a Hold Harmless Agreement with the City, provides proof of Insurance naming the City as additional insured, temporary erosion control practices are installed, that the exemption will cease after the 2013 growing season and that the terrace area presently being used as a garden will be re-established in turf grass after the 2013-2014 winter.
- A. To order sidewalks to be constructed on the north side of University Avenue from Humboldt Road to the bus shelter presently located at northerly portion of 2809 University Avenue.
 - B. To investigate the need for sidewalks to be constructed on the south side of University Avenue from Humboldt Road to St. Anthony Drive contingent upon positive discussions between staff, Ald. Kocha and residents of the area to be brought back to the July Committee meeting.

- 8. To receive and place on file all verbal comments regarding the development of a new Department of Public Works bulk waste policy.
- 9. To approve the request by the Department of Public Works to approve the Compliance Maintenance Annual Report (CMAR) and authorize the Mayor and City Clerk to sign the resolution for WDNR sanitary sewer collection permit.
- 10. To approve the report of the Purchasing Agent:
 - A. Request approval to award the purchase of three (3) automated recycling trucks to R.N.O.W. for \$629,390.
 - B. Request approval to award elevator repair work for Pine Street Parking Ramp to Schindler Elevator Corp. for \$14,013.
 - C. Request approval to award a 1-year contract with four 1-year renewal options to US Lubricants and Halron Lubricants.
- 11. A. To approve to award contract SEWERS 3-13 (INCLUDING WATER MAIN) to the low responsive bidder, DeGroot, Inc., in the amount of \$699,720.87.
 - B. To approve to award contract PAVEMENT 1-13 to the low responsive bidder, Peters Concrete Co., in the amount of \$310,188.49.
 - C. To approve to award contract WILDLIFE SANCTUARY BRIDGE REPLACMENT to the low responsive bidder, Radtke Contractors, Inc., in the amount of \$376,287.07.
 - D. To approve to award contract SIDEWALKS 2013 to the low responsive bidder, Martell Construction, Inc., in the amount of \$175,794.50.
 - E. To approve to award contract PARKS PROJECT 1-13 SEA DRAGON to the low responsive bidder, Peters Concrete Co., in the amount of \$177,482.03.
 - F. To approve to award contract SEWERS 4-13 (INCLUDING WATER MAIN):

Part A to PTS Contractors, Inc in the amount of \$1,073,955.44. Part B to Visu-Sewer in the amount of \$402,397.40.

12. To approve and authorize the following relocation payment:

VELP AVENUE FROM NORWOOD AVENUE TO MILITARY AVENUE PROJECT ID. # 1450-04-21

Larry Gerczak Liquor Store, Inc Parcel 39 \$15,552.80

- 13. To approve the applications for Underground Sprinkler System Licenses by the following:
 - A. Fox Valley Irrigation, Inc.
 - B. Father & Son Lawn Service
- 14. To approve the applications for Concrete Sidewalk Builder's Licenses by the following:
 - A. Larry VanRite Trucking
 - B. N & L Concrete Construction, LLP
 - C. Tom Phillips Construction, Inc.
- 15. To approve the request by Port City Bakery, Inc. for a Storm Sewer Outfall Easement / Agreement across City owned property to serve 3050 Walker Drive and authorize the Mayor and City Clerk to execute the easement / agreement.

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report. Motion carried.

REPORT OF THE PARK COMMITTEE June 18, 2013

The Park Committee, having met on Wednesday, June 12, 2013, considered all matters on its agenda and wishes to report and recommend the following:

- 1. To approve the amended resolution supporting the Fox-Wisconsin Heritage Parkway.
- To authorize staff to purchase what was formerly outlot 5 and is now outlot 8 of the Baird Creek Preserve subdivision development as discussed in closed session.
- 3. To approve athletic field renovations at Beaver Dam Park Diamond #2 and East River Van Beaver Park Diamond #1 as presented by staff.
- 4. To receive and place on file the Director's Report.

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the report. Motion carried.

REPORT OF THE PERSONNEL COMMITTEE
June 18, 2013

The Personnel Committee, having met on Tuesday, June 11, 2013 considered all matters on its agenda and reports and recommends the following:

- 1. To approve the requests to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Building Custodian I Police Department
 - b. Clerk Typist III Inspection
- 2. To approve paid special leave for Officer Secor and Officer Jordan to attend Firearms Training in Waverly, Tennessee from November 15 17, 2013.
- 3. To receive and place on file the review of Personnel Policy, Chapter 11 regarding Travel and Reimbursement. Motion carried 3-1 with Ald. Kocha voting no.
- 4. To hold the review of the Web and Graphic Designer position for one month and schedule a meeting with Ald. DeWane, Director Boland, Mr. Hronek and Mr. Rand for further review.
- 5. To receive and place on file the report on upcoming insurance benefit timelines.
- 6. To receive and place on file the report of routine Personnel Actions for regular employees.
- 7. To proceed with labor negotiations as discussed in closed session.

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report. Motion carried.

PROTECTION & WELFARE COMMITTEE REPORT June 18, 2013

The Protection & Welfare Committee, having met on Thursday, June 13, 2013 considered all matters on the agenda and wishes to report and recommend the following:

- 1. To refer to staff the request by the Police Department to amend Green Bay Municipal Code 6.07 relating to the regulation of junk dealers.
- 2. To approve the request by Ald. Moore to create a commercial building maintenance code.
- 3. To approve the application for a Direct Sellers Permit from Young Life Green Bay (food cart).

- 4. To approve the application for a "Class B" Combination license by TREL, LLC at 2266 Main Street with the approval of proper authorities. (Transfer from Bay Star, Inc.)
- 5. To approve the application for a "Class B" Combination license by Dawn Van Pay at 1610 Cass Street with the approval of proper authorities. (Transfer from Steve Van Pay)
- 6. To approve the application for one of eight available "Class B" Combination licenses by Nhia Kong at 1583 Main Street contingent upon the Police Department's approval of the security system, and with the approval of proper authorities.
- 7. To approve the request by the owners of Party Line Tavern LLC, 601 Bellevue Street, to hold an outdoor event on August 17 and to allow music until 11:30 p.m. The approval of the request is subject to complaint.
- 8. To approve the request by owner of Brewski's on Broadway, 1110 S. Broadway, to hold an outdoor event on July 27. The approval of the request is subject to complaint.
- 9. To approve the request by owner of Molly McGee's Irish Pub, 401 S. Washington Street, to hold an outdoor event on July 20 or August 24. The approval of the request is subject to complaint.
- 10. To approve the request by Mark Beerntsen, 200 N. Broadway, to amend their liquor license to include the outdoor sale of wine during Farmer's Market on Wednesday nights with the approval of proper authorities.
- 11. To deny the objection by Jim Hobbins to a "Dangerous Dog Declaration".
- 12. To approve the request to keep three dogs at 413 Schwartz Street with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
- 13. To approve the request to keep three dogs at 479 Earnhardt Court with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
- 14. To approve the request to keep three dogs at 331 Windward Road with the stipulation that upon the death of one of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
- 15. To approve the request to keep four dogs at 1026 Eastman Avenue with the stipulation that upon the death of two of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.

- 16. To approve the request to keep four dogs at 1201 S. Fisk Street with the stipulation that upon the death of two of the dogs the applicant must appear back before this Committee for permission to keep more than two dogs.
- 17. To deny the appeal by Ashley Jackson to the denial of her operator license application (referred back from the May 13, 2013 meeting).
- 18. To deny the appeal by Perry Bowman to the denial of his operator license application.
- 19. To deny the appeal by Candice Blazer to the denial of her operator license application.
- 20. To deny the appeal by Sean Larsen to the denial of his public vehicle operator license application.
- 21. To deny the appeal by Vernon Hooker to the denial of his public vehicle operator license application.
- 22. To approve the applications for various liquor/beer licenses for the 2013-14 License Year (see attached).
- 23. To receive and place on file the request by Ray Salter to address the issue of loud noise from outdoor bands and enforcement of motorcycle noise.
- 24. To approve the request by the City Attorney's Office to repeal the following sections of the Green Bay Municipal Code.
 - (a) Section 6.17 Retail Food Licensing
 - (b) Section 6.175 Vending of Food
 - (c) Section 6.18 Restaurant Licensing
 - (d) Section 6.19 Bakery and Confectionery Licensing
 - (e) Section 6.23 Public Swimming Pool Licensing
 - (f) Section 6.24 Milk Distribution and Sale
 - (g) Section 6.25 Bed and Breakfast Establishments
 - (h) Section 6.26 Regulation of Massage Establishments, Massage Technicians, and Employees
 - (i) Section 6.29 Tattoo Establishments

"CLASS A" LIQUOR & BEVERAGE

The Traveling Chef, LLC The Traveling Chef 335 ½ N. Broadway

CLASS "B" BEVERAGE

Pedro Curiel Taco Burrito 1697 E. Mason St.

Laborel, Inc. Golden Basket 1350 S. Military Ave.

"CLASS B" COMBINATION

Sue Long, LLC Billy Goat's Pub 709 S. Broadway

Strats, Inc. Cliffhangers 2850 Humboldt Rd.

Saz's Cater, Inc. Frozen Tundra Tailgate Zone 1265 Lombardi Ave.

Eat Invest GP, LLC Julie's Cafe 1685 Main St.

Juan Maldonado Taqueria Maldonado's 1737 Main St.

Timsan's, Inc. Timsan's Japanese Steak House 1654 E. Mason St.

Confetti's, Inc. Confetti's 217 E. Walnut St.

Baker & MacArthur, Inc. The Loading Dock 1405 N. Webster Ave.

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to adopt the report. Motion carried.

REPORT OF THE PROTECTION AND WELFARE COMMITTEE

GRANTING OPERATOR LICENSES

June 18, 2013

The Protection and Welfare Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Ahern, Elizabeth S Baretta, Madeline R Barlament, Diane E Barrett, Mollie A Baudhuin, Kristina A Bauer, Andrea A Berton, Cynthia L Bethke, James A Bohrer, Heidi K Botz. Grant J Burhite, Michelle A Butterfield, Kenny W Carlson, Elaine D Cegelski, Ashley E Choroszy, Jacob M Conrad, Emily L Coopman, April M Courtney, Patricia R Craft, Dawn E Craver, Mary KW Dercks, Stacy L Eickmeyer, Deborah A Espe, Madisen R Euclide, Brian J Garcia, Dolores E Gerrits, Maria D Gossen, April R Grossman, Kirsten L

Grullon, Xavier

Halloran, Susan L

Harrington, Anne N

Horne, Tracy L Huguet, Pamela A Janowski, Peter J Klapper, Alison N Kluth, Mary K Konowalski, Boyd P Krause, Janie L Krueger, Tabitha I Kruse, Kimberly S LaFrombois, Mark R Lance, Mandi L Libert, Nicole C Loch, Kathy M Newman, Kevin E Ochoa, Carlos H Olejniczak, Josh S Ott, Travis G Ozarowicz, Alexandra M Passamani, Dawn J Peot, Kevin J Petasek, Philip P Richert, Pamela J Roberts, Cynthia I Rosin, Carrie J Ruiz, Katy Jo I Sawlsville, Kristen A Schmaus, Lindsey K Schwartz, Kayla M Shafranski, Ashley A Sigler, Brendan P Skaletski, Brehanna M

Smeester, Patricia N Sopata, Sarah J Sparks, Sierra N Strong, Eduvina Strzelecki, Brenda L Suelflohn, Trevor P Svoboda, Jody L Thilmony, Shelbie L Thomson, Sally A Valentyn, Lee T Van Laarhoven, Andre K Vanderwalker, Jackilynn R VanPay, Adam J Wery, Amanda L Wheeler, Alison N Williams, Nathan E Wilson, Charlene D Wyckoff, Sarah R Zambarda, Roger S

Moved by Ald. Wiezbiskie, seconded by Ald. Warner to adopt the report. Motion carried with Ald. Danzinger abstaining on the approval of Stacy Dercks.

RECEIVE & PLACE ON FILE

Building Permit Report for May, 2013.

Municipal Court Report for May, 2013.

City of Green Bay Check Register for May, 2013.

Moved by Ald. Kocha, seconded by Ald. Wiezbiskie to receive the matters and place them on file. Motion carried.

RESOLUTIONS

Moved by Ald. Wiezbiskie, seconded by Ald. Moore to suspend the rules for the purpose of adopting the bond resolutions with one roll call vote. Motion carried.

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

June 18, 2013 Resolution No. 11-I

A Resolution Authorizing and Providing for the Sale and Issuance of \$11,145,000 General Obligation Corporate Purpose Bonds, Series 2013B, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer needs funds for the following purposes:

| Maximum Amount Authorized | Amount Borrowed | Purpose |
|---------------------------|--------------------|--|
| \$1,585,000 | \$1,585,000 | street improvements and street improvement funding; |
| 1,100,000 | 1,100,000 | sewerage improvements, including, but not limited to, sanitary sewer improvements; |

| Maximum Amount Authorized | Amount Borrowed | Purpose |
|---------------------------------|--------------------|--|
| 650,000 | 650,000 | parking lots and other parking facilities; |
| 900,000 | 900,000 | fire engines and other machinery of the fire department; |
| 900,000 | 900,000 | additions and improvements to parks and public grounds; |
| 1,500,000 | 1,500,000 | river improvements, including, but not limited to, improvements to a public boardwalk with piers; |
| 700,000 | 700,000 | for acquiring and developing sites for industry and commerce as will expand the municipal tax base, including, but not limited to, infrastructure improvements within the City's Tax Incremental Districts Numbers 7 and 13; |
| \$ 230,000 | \$ 230,000 | for buildings for the housing of machinery and equipment, including, but not limited to, improvements to public works garages (together with each of the purposes above, the " Project "); and |
| 3,580,000 | 3,580,000 | for the current refunding of the City's outstanding Green Bay Metropolitan Sewerage District Interceptor Cost Recovery Loans (the "Refunding"). |

- 2. On May 21, 2013, the Governing Body adopted nine initial resolutions authorizing the issuance of general obligation bonds of the Issuer in the maximum principal amounts and for the purposes described above (the "**Initial Resolutions**").
- 3. On May 21, 2013, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the Initial Resolutions relating to the Project (the "**Publication Resolution**").
- 4. On May 21, 2013, the Governing Body also adopted a resolution authorizing the amounts and purposes specified in the Initial Resolutions to be combined into a single bond issue designated as "corporate purpose bonds" (the "Authorizing Resolution").

- 5. The Clerk of the Issuer caused notice of the following actions:
 - (i) Notice of the adoption of the Initial Resolutions. Notice of the adoption of the Initial Resolutions relating to the Project (the "**Legal Notice**") was given by publication in the Issuer's official newspaper on May 24, 2013 in the manner and form directed by the Publication Resolution.
 - (ii) Notice of the sale of the Obligations. Notice of the sale (the "Notice to Bidders") of the \$11,145,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2013B (the "Obligations") was given to such media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

- 6. No sufficient petition for referendum on the question of the adoption or effectiveness of any Initial Resolution relating to the Project or issuance of the Obligations was filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolutions were adopted.
- 7. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Notice of Sale**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.
- 8. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of Morgan Stanley & Co, LLC, or a group that it represents (the "Purchaser"), to purchase the Obligations on the terms specified in the Purchaser's bid. The Purchaser bid the price of \$11,354,045.56 for the entire issue of Obligations (the "Purchase Price"), plus any accrued interest, and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

| | Principal | Interest | | Principal | Interest |
|-------------|---------------|-------------|-------------|---------------|-------------|
| <u>Year</u> | <u>Amount</u> | <u>Rate</u> | <u>Year</u> | <u>Amount</u> | <u>Rate</u> |
| 2014 | \$970,000 | 3.00% | 2021 | \$ 660,000 | 3.00% |
| 2015 | 900,000 | 3.00 | 2022 | 680,000 | 3.00 |
| 2016 | 935,000 | 3.00 | 2023 | 705,000 | 3.00 |
| 2017 | 955,000 | 3.00 | 2024 | 720,000 | 3.00 |
| 2018 | 670,000 | 3.00 | 2026 | 1,315,000 | 3.25 |
| 2019 | 705,000 | 3.00 | 2028 | 1,210,000 | 3.50 |
| 2020 | 720,000 | 3.00 | | | |

- 9. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.
- 10. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.
- 11. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"Book-Entry System" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"**Depository**" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

"DTC" means The Depository Trust Company.

"Financial Officer" means the Issuer's Treasurer.

"Fiscal Agent" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as paying agent and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"Governing Body" means the Issuer's Common Council.

"Initial Resolutions" has the meaning set forth in the recitals to this resolution.

"Issuer" means the City of Green Bay, Wisconsin.

"**Legal Notice**" means the notice of the adoption of the Initial Resolutions relating to the Project. The Legal Notice was published in the Issuer's official newspaper on May 24, 2013.

"Municipal Officers" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"Notice of Sale" has the meaning set forth in the recitals to this resolution.

"**Obligations**" means the \$11,145,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2013B, which will be issued pursuant to this resolution.

"Original Issue Date" means July 9, 2013.

"**Prior Loans**" means the Issuer's outstanding Green Bay Metropolitan Sewerage District Interceptor Cost Recovery Loans.

"Project" has the meaning given in the recitals to this resolution.

"Purchase Price" means \$11,354,045.56.

"Purchaser" means Morgan Stanley & Co, LLC, or a group that it represents.

"Record Date" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"Recording Officer" means the Issuer's Clerk.

"Redemption Date" means July 9, 2013.

"Refunding" has the meaning given in the recitals to this resolution.

"Register" means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (I) The name and address of the owner of each Obligation.
- (II) All transfers of each Obligation.

"Treasurer" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) Exhibit A Form of Obligation.
- (ii) Exhibit B Notice to Electors of Sale.

Section 3. Corporate Purpose Bonds.

The Issuer is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as "corporate purpose bonds".

Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of \$11,145,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolutions to pay the costs of the Project and the Refunding, and to pay certain expenses of issuing the Obligations (including printing costs, fees for financial consultants, bond counsel, fiscal agent, rating agencies, insurance, and registration, as applicable).

Section 5. Terms of Obligations.

The Obligations will be named "City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2013B." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be payable semiannually on each April 1 and October 1, beginning on April 1, 2014, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

| Principal Amount | Interest Rate |
|------------------|---|
| \$ 970,000 | 3.00% |
| 900,000 | 3.00 |
| 935,000 | 3.00 |
| 955,000 | 3.00 |
| 670,000 | 3.00 |
| 705,000 | 3.00 |
| 720,000 | 3.00 |
| 660,000 | 3.00 |
| 680,000 | 3.00 |
| 705,000 | 3.00 |
| 720,000 | 3.00 |
| 1,315,000 | 3.25 |
| 1,210,000 | 3.50 |
| | \$ 970,000 900,000 935,000 955,000 670,000 705,000 720,000 660,000 680,000 705,000 720,000 1,315,000 |

To comply with statutory limitations on maximum maturity, the Issuer specifies that the Obligations are being issued to pay and discharge the original debts represented by the Prior Loans in the order in which those original debts were incurred. This means that, for this purpose, the first maturities of the Obligations are being issued to pay and discharge the Prior Loans, as opposed to financing the Project, and that each original debt represented by a Prior Loan will be repaid within twenty years of the original date of such debt. For other purposes, the Issuer may treat the maturities of the Obligations as being applied in a different way.

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 6. Refunding of Prior Loans.

To provide for the redemption of each Prior Loan on the Redemption Date, the Financial Officer is directed to transfer proceeds of the Obligations to the debt service funds for each of the Prior Loans. Those transfers must be made on or prior to the Redemption Date. The amount transferred must be sufficient, together with all other funds then on deposit in said funds, to pay the amounts due on each Prior Loan on the Redemption Date.

Section 7. Redemption of Prior Loans.

The Issuer irrevocably directs that the principal amount of each Prior Loan be redeemed and paid in full in advance of its stated maturity on the Redemption Date. The appropriate officers of the Issuer are directed to instruct any fiscal agent for each of the Prior Loans to take all actions required to call each Prior Loan for redemption on the Redemption Date, including giving notice in the manner required by the governing documents for each of the Prior Loans. The Issuer ratifies and approves any action

taken in connection with the Refunding and the redemption of the Prior Loans prior to the date of this resolution.

Section 8. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement must require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent must maintain the Register.

Section 9. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 10. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

The Issuer may decide at any time not to maintain the Obligations in a Book-Entry System. If the Issuer decides not to maintain a Book-Entry System, then it will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully registered certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 11. Redemption.

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part,

in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in \$5,000 multiples in accordance with Sections 12 and 13 hereof, and if a portion, but not all, of a maturity that is subject to partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

The Obligations maturing on April 1 in the years 2026 and 2028 (collectively, the "**Term Bonds**") are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Issuer will redeem the following principal amounts of the Term Bonds:

Term Bonds Maturing April 1, 2026

| Sinking Fund Redemption Date (April 1) | Principal Amount To be Redeemed | |
|--|---------------------------------|--|
| 2025 | \$740,000 | |
| 2026 (Stated Maturity) | 575,000 | |
| Term Bonds Maturing April 1, 2028 | | |
| Sinking Fund | | |
| Redemption Date | Principal Amount | |
| (April 1) | To be Redeemed | |

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 12 and 13 hereof, and the Issuer will give notice of the redemption in the manner stated in this resolution.

2027

2028 (Stated Maturity)

Section 12. <u>Payment of Obligations/Transfers/Redemption Notices</u> Under Book-Entry System.

\$595,000

615,000

So long as the Issuer maintains the Obligations in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, and the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution.

Section 13. <u>Payment of Obligations/Transfers/Redemption Notices</u> <u>Not Under Book-Entry System.</u>

If at any time the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply: Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. If less than the entire principal amount of a particular Obligation has been called for redemption, then upon surrender of the Obligation to be redeemed, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations must be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of the Obligations to be redeemed. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

Section 14. Form of Obligations.

The Obligations must be in substantially the form shown in <u>Exhibit A</u>. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

Section 15. Execution of Obligations.

The Obligations must be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations must be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they must also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 16. <u>Continuing Disclosure</u>.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 17. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "Purchase Agreement"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific time and place of closing of the sale.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The officers of the Issuer are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

The sale of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 18. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith, credit, and resources. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations on their maturity dates.

This tax must be carried from year to year into the Issuer's tax roll. It must be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund available to pay debt service on the Obligations for such year. This tax will be in the following amounts:

| Levy Year | Debt Service Amount Due in Following Year | <u>Levy Year</u> | Debt Service Amount Due in Following Year |
|-----------|---|------------------|---|
| 2013 | \$1,377,421.89 | 2021 | \$818,037.50 |
| 2014 | 1,201,087.50 | 2022 | 822,262.50 |
| 2015 | 1,208,562.50 | 2023 | 815,887.50 |
| 2016 | 1,200,212.50 | 2024 | 813,062.50 |
| 2017 | 890,837.50 | 2025 | 626,693.75 |
| 2018 | 905,212.50 | 2026 | 626,937.50 |
| 2019 | 898,837.50 | 2027 | 625,762.50 |
| 2020 | 818,137.50 | | |

Section 19. <u>Debt Service Fund</u>.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund must be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund and used to pay interest on the Obligations. If the money in the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 20. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) must be deposited in and kept by the Treasurer in a separate fund. The fund must be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the "Borrowed Money Fund"). Money in the Borrowed Money Fund, including any earnings, must be (a) used to pay the costs of (i) the Project, (ii) the Refunding, and (iii) issuing the Obligations, or (b) transferred to the Debt Service Fund as provided by law.

Section 21. Official Statement.

The Issuer approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and approves the final version of such document (the "Official Statement") to be prepared prior to the issuance of the Obligations; provided, however, that the

Official Statement must be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers must deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement conclusively evidences the approval of the Municipal Officers.

Section 22. Publication of Notice.

The Recording Officer must publish notice that the Issuer has agreed to sell the Obligations. The notice must be published in the Issuer's official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice must be in substantially the form shown in Exhibit B. The Recording Officer must obtain proof, in affidavit form, of the publication, and must compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 23. <u>Authorization of Officers</u>.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Issuer as to the facts they present.

Section 24. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 25. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 26. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, the Issuer rescinds that part of the prior action.

Section 27. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 28. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: June 18, 2013

Approved: June 19, 2013

James J. Schmitt Mayor

Kris A. Teske Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN CITY OF GREEN BAY

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2013B

| Interest <u>Rate</u> % | Maturity <u>Date</u> April 1, 20 | Original <u>Issue Date</u> July 9, 2013 | <u>CUSIP</u> 392641 | |
|------------------------------|----------------------------------|---|------------------------|-------|
| 70 | 71pm 1, 20 | July 3, 2013 | 332041 | |
| REGISTERED OWNER: | CEDE & CO. | | | |
| PRINCIPAL AMOUNT: | | | Do | LLARS |

THE CITY OF GREEN BAY, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, the Principal Amount, on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is payable semiannually on April 1 and October 1, beginning on April 1, 2014, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of obligations (the "**Obligations**") of the Issuer of an aggregate principal amount of \$11,145,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on May 21, 2013, specifying the following not to exceed amounts for the following purposes:

| Maximum Amount Authorized | Amount Borrowed | Purpose |
|---------------------------|--------------------|--|
| \$1,585,000 | \$1,585,000 | street improvements and street improvement funding; |
| 1,100,000 | 1,100,000 | sewerage improvements, including, but not limited to, sanitary sewer improvements; |
| 650,000 | 650,000 | parking lots and other parking facilities; |
| 900,000 | 900,000 | fire engines and other machinery of the fire department; |

| Maximum Amount Authorized | Amount Borrowed | Purpose |
|---------------------------------|--------------------|--|
| 900,000 | 900,000 | additions and improvements to parks and public grounds; |
| 1,500,000 | 1,500,000 | river improvements, including, but not limited to, improvements to a public boardwalk with piers; |
| 700,000 | 700,000 | for acquiring and developing sites for industry and commerce as will expand the municipal tax base, including, but not limited to, infrastructure improvements within the City's Tax Incremental Districts Numbers 7 and 13; |
| 230,000 | 230,000 | for buildings for the housing of machinery and equipment, including, but not limited to, improvements to public works garages; and |
| 3,580,000 | 3,580,000 | for the current refunding of the City's outstanding Green Bay Metropolitan Sewerage District Interceptor Cost Recovery Loans. |

and (2) the resolution duly adopted by the governing body of the Issuer on June 18, 2013, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$11,145,000 General Obligation Corporate Purpose Bonds, Series 2013B, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered obligations.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "Depository"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "Book-Entry System"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "Fiscal Agent"), who will act as paying agent and registrar for the Obligations.

If at any time the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or prior redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid,

on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**").

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith, credit, and resources. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2024 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2023 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If less than all the principal amount of a specific maturity is redeemed, then the Obligations will be redeemed in \$5,000 multiples as set forth below, and if a portion, but not all, of a maturity that is subject to partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.

The Obligations maturing on April 1 in the years 2026 and 2028 (collectively, the "**Term Bonds**") are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**") the Issuer will redeem the following principal amounts of the Term Bonds:

Term Bonds Maturing April 1, 2026

| Sinking Fund Redemption Date (April 1) | Principal Amount To be Redeemed |
|--|---------------------------------|
| 2025 2026 (Stated | \$740,000 |
| Maturity) | 575,000 |

Term Bonds Maturing April 1, 2028

| Sinking Fund | |
|----------------------|------------------|
| Redemption Date | Principal Amount |
| (April 1) | To be Redeemed |
| 2027 2028 (Stated | \$595,000 |
| Maturity) | 615,000 |

So long as the Issuer maintains the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent and in exchange and upon the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

If at any time the Issuer decides *not* to maintain the Obligations in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar day period before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption. If a portion of an Obligation has been called for redemption, then on the redemption date, and upon surrender of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Issuer will randomly select the Obligations to be redeemed. If less than the entire principal amount of a particular Obligation has been called for redemption, then upon surrender of the Obligation to be redeemed, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations must be sent by first class mail, not less than 30, and not more than 60, days before the redemption date to the registered owners of any Obligations to be redeemed. A notice of redemption may be revoked by sending a notice, by first class mail, not less than 15 days prior to the proposed redemption date to the registered owners of the Obligations which have been called for redemption.

Accrual of Interest. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to be, or to be done, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of July 9, 2013.

CITY OF GREEN BAY, WISCONSIN

Certificate of Authentication

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

| PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE |
|--|
| OTTER IDENTIF TING NOMBER OF ASSIGNEE |
| |
| |
| (Please Print or Type Name and Address of Assignee) |
| the within-mentioned Obligation and all rights thereunder and does hereby irrevocable constitute and appoint attorney-infact, to transfer the same on the books of the registry in the office of the Fiscal Agent with full power of substitution in the premises. |
| Dated: |
| Signature Guaranteed |

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent.

Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

July ___, 2013

City of Green Bay 100 North Jefferson Street Green Bay, Wisconsin 54301

Subject: \$11,145,000

City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2013B

We have acted as bond counsel to the City of Green Bay, Wisconsin (the "**Issuer**") in connection with the issuance of its \$11,145,000 General Obligation Corporate Purpose Bonds, Series 2013B, dated July 9, 2013 (the "**Obligations**").

We examined the law, a certified copy of the proceedings relating to the issuance of the Obligations, and certifications of public officials and others. As to questions of fact material to our opinion, we relied upon the certified proceedings and certifications without independently undertaking to verify them.

Based upon this examination, it is our opinion that, under existing law:

- 1. The Obligations are valid and binding general obligations of the Issuer.
- 2. All taxable property in the Issuer's territory is subject to *ad valorem* taxation without any limit as to rate or amount to pay the principal and interest coming due on the Obligations. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations except to the extent that the Issuer has deposited other funds, or there is otherwise surplus money, in the account within the debt service fund created for the Obligations under Wisconsin law.
- 3. Interest on the Obligations is excluded from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed on all taxpayers; however, interest on the Obligations is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. The Issuer must comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied after the Obligations are issued for interest on the Obligations to be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has agreed to comply with those requirements. Its failure to do so may cause interest on the Obligations to be included in gross income for federal income tax purposes, in some cases retroactively to the date the Obligations were

issued. We express no opinion about other federal tax law consequences relating to the Obligations.

The rights of the owners of the Obligations and the enforceability of the Obligations may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or an equitable proceeding).

We express no opinion as to the truth or completeness of any official statement or other disclosure document used in connection with the offer and sale of the Obligations.

Our opinion is given as of the date of this letter. We assume no duty to update our opinion to reflect any facts or circumstances that later come to our attention or any subsequent changes in law. In acting as bond counsel, we have established an attorney-client relationship only with the Issuer.

Very truly yours,

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On June 18, 2013, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation corporate purpose bonds in the face amount of \$11,145,000. It is anticipated that the closing of this bond financing will be held on or about July 9, 2013. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays. This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other

This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: June ___, 2013 /s/ Kris A. Teske
City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

June 18, 2013 Resolution No. 11-II

A Resolution Authorizing and Providing for the Sale and Issuance of \$1,350,000 General Obligation Promissory Notes, Series 2013C, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**") makes the following findings and determinations:

- 1. The Issuer is in need of funds for public purposes including, but not limited to, financing replacements of municipal equipment and improvements to City Hall (collectively, the "**Project**").
- 2. On May 21, 2013, the Governing Body adopted an initial resolution (the "**Initial Resolution**") authorizing the sale and issuance of not to exceed \$1,350,000 general obligation promissory notes of the Issuer for the purpose of paying the costs of the Project.
- 3. Notice of the sale (the "**Notice to Bidders**") of the \$1,350,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2013C (the "**Obligations**") was given to such media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.
- 4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Notice of Sale**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.
- 5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of Bernardi Securities, Inc., or a group that it represents (the "Purchaser"), to purchase the Obligations on the terms specified in the Purchaser's bid. The Purchaser bid the price of \$1,353,375.00 for the entire issue of Obligations (the "Purchase Price"), plus any accrued interest, and specified that the

Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

| <u>Year</u> | Principal <u>Amount</u> | Interest <u>Rate</u> |
|-------------|----------------------------|-------------------------|
| 2014 | \$120,000 | 2.00% |
| 2015 | 125,000 | 2.00 |
| 2016 | 130,000 | 2.00 |
| 2017 | 130,000 | 2.00 |
| 2018 | 135,000 | 2.00 |
| 2019 | 135,000 | 2.00 |
| 2020 | 140,000 | 2.00 |
| 2021 | 140,000 | 2.30 |
| 2022 | 145,000 | 2.50 |
| 2023 | 150,000 | 2.60 |
| | , | |

- 6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.
- 7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.
- 8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"Book-Entry System" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"Depository" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.
"DTC" means The Depository Trust Company.

"Financial Officer" means the Treasurer.

"Fiscal Agent" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as paying agent and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"Governing Body" means the Issuer's Common Council.

"Issuer" means the City of Green Bay, Wisconsin.

"Municipal Officers" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"Notice of Sale" has the meaning set forth in the recitals to this resolution.

"Obligations" means the \$1,350,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2013C, which will be issued pursuant to this resolution.

"Original Issue Date" means July 9, 2013.

"Project" has the meaning set forth in the recitals to this resolution.

"Purchase Price" means \$1,353,375.00.

"Purchaser" means Bernardi Securities, Inc., or a group that it represents.

"Record Date" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"Recording Officer" means the Issuer's Clerk.

"Register" means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- (ii) All transfers of each Obligation.

"Treasurer" means the Issuer's Treasurer.

Section 2. <u>Exhibits</u>.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) Exhibit A Form of Obligation.
- (ii) Exhibit B Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of \$1,350,000. The Obligations will be issued pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs, fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named "City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2013C." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2014, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

| Maturity | | |
|-----------|---------------|-------------|
| Date | Principal | Interest |
| (April 1) | <u>Amount</u> | <u>Rate</u> |
| 2014 | \$120,000 | 2.00% |
| 2015 | 125,000 | 2.00 |
| 2016 | 130,000 | 2.00 |
| 2017 | 130,000 | 2.00 |
| 2018 | 135,000 | 2.00 |
| 2019 | 135,000 | 2.00 |
| 2020 | 140,000 | 2.00 |
| 2021 | 140,000 | 2.30 |
| 2022 | 145,000 | 2.50 |
| 2023 | 150,000 | 2.60 |

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement must require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent must maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. <u>Book-Entry System.</u>

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully registered certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations are <u>not</u> subject to optional redemption before their stated maturity dates.

Section 9. <u>Payment of Obligations/Transfers/Under Book-Entry System.</u>

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, and the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution.

Section 10. <u>Payment of Obligations/Transfers/Not Under Book-Entry System.</u>

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the principal office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

Section 11. Form of Obligations.

The Obligations must be in substantially the form shown in <u>Exhibit A</u>. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

Section 12. <u>Execution of Obligations</u>.

The Obligations must be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations must be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they must also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "Purchase Agreement"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

The sale of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith, credit, and resources. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax must be carried from year to year into the Issuer's tax roll. It must be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund available to pay debt service on the Obligations for such year. This tax will be in the following amounts:

| Levy Year | Debt Service Amount Due in <u>Following Year</u> |
|-----------|--|
| 2013 | \$154,460.81 |
| 2014 | 150,395.00 |
| 2015 | 152,845.00 |
| 2016 | 150,245.00 |
| 2017 | 152,595.00 |
| 2018 | 149,895.00 |
| 2019 | 152,145.00 |
| 2020 | 149,135.00 |
| 2021 | 150,712.50 |
| 2022 | 151,950.00 |

Section 16. <u>Debt Service Fund</u>.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund must be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund and used to pay interest on the Obligations. If the money in the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) must be deposited and kept by the Treasurer in a separate fund. The fund must be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the "Borrowed Money Fund"). Money in the Borrowed Money Fund, including any earnings, must be (a) used to pay the costs of (i) the Project and (ii) issuing the Obligations, or (b) transferred to the Debt Service Fund as provided by law.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and approves the final version of such document (the "Official Statement") to be prepared prior to the issuance of the Obligations; provided, however, that the Official Statement must be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers must deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement conclusively evidences the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer must publish notice that the Issuer has agreed to sell the Obligations. The notice must be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice must be in substantially the form shown in Exhibit B. The Recording Officer must obtain proof, in affidavit form, of the publication, and must compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. <u>Authorization of Officers</u>.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, the Issuer rescinds that part of the prior action.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: June 18, 2013

Approved: June 19, 2013

James J. Schmitt Mayor

Kris A. Teske Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN CITY OF GREEN BAY

Na D

| No. R | | | Registered \$ |
|-------------------------|---------------------------|-------------------------------|------------------|
| Gi | ENERAL OBLIGATION PROMISS | ORY NOTE, SERIES 2013 | BC . |
| Interest <u>Rate</u> | Maturity <u>Date</u> | Original <u>Issue Date</u> | <u>CUSIP</u> |
| % | April 1, 20 | July 9, 2013 | 392641 |
| REGISTERED OWNER | : Cede & Co. | | |
| PRINCIPAL AMOUNT: | | | Dollars |

THE CITY OF GREEN BAY, WISCONSIN (herein called the "Issuer"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, the Principal Amount, on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2014, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of obligations (the "**Obligations**") of the Issuer of an aggregate principal amount of \$1,350,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 18, 2013, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$1,350,000 General Obligation Promissory Notes, Series 2013C, and All Related Details" (the The Obligations are issuable only in the form of fully registered "Resolution"). obligations.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "Depository"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "Book-Entry System"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules

that are then in effect by Associated Trust Company, National Association or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "Fiscal Agent"), who will act as paying agent and registrar for the Obligations.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the principal office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic transfer or by check sent by first class mail to the person in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**").

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith, credit, and resources. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations are <u>not</u> subject to optional redemption before their stated maturity dates.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent and in exchange and upon the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The

Fiscal Agent will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

CITY OF GREEN BAY, WISCONSIN

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to be, or to be done, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of July 9, 2013.

By:

Mayor

[SEAL]

And:

Clerk

| Certificate of Authentication |
|--|
| Dated: July, 2013 |
| This Obligation is one of the Obligations described in the Resolution. |
| Associated Trust Company, National Association, as Fiscal Agent |
| By:Authorized Signatory |

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

| PLEASE INSERT SOCIAL SECURITY OR |
|---|
| OTHER IDENTIFYING NUMBER OF ASSIGNEE |
| |
| |
| |
| (Please Print or Type Name and Address of Assignee) |
| the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint attorney-in- |
| fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises. |
| Dated: |
| Signature Guaranteed |

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent.

Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

City of Green Bay 100 North Jefferson Street Green Bay, Wisconsin 54301

Subject:

\$1,350,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2013C

We have acted as bond counsel to the City of Green Bay, Wisconsin (the "**Issuer**") in connection with the issuance of its \$1,350,000 General Obligation Promissory Notes, Series 2013C, dated July 9, 2013 (the "**Obligations**").

We examined the law, a certified copy of the proceedings relating to the issuance of the Obligations, and certifications of public officials and others. As to questions of fact material to our opinion, we relied upon the certified proceedings and certifications without independently undertaking to verify them.

Based upon this examination, it is our opinion that, under existing law:

- 1. The Obligations are valid and binding general obligations of the Issuer.
- 2. All taxable property in the Issuer's territory is subject to *ad valorem* taxation without any limit as to rate or amount to pay the principal and interest coming due on the Obligations. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations except to the extent that the Issuer has deposited other funds, or there is otherwise surplus money, in the account within the debt service fund created for the Obligations under Wisconsin law.
- 3. Interest on the Obligations is excluded from gross income for federal income tax purposes and is not a specific item of tax preference for purposes of the federal alternative minimum tax imposed on all taxpayers; however, interest on the Obligations is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations. The Issuer must comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied after the Obligations are issued for interest on the Obligations to be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer has agreed to comply with those requirements. Its failure to do so may cause interest on the Obligations to be included in gross income for federal income tax purposes, in some cases retroactively to the date the Obligations were issued. We express no opinion about other federal tax law consequences relating to the Obligations.

The rights of the owners of the Obligations and the enforceability of the Obligations may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or an equitable proceeding).

We express no opinion as to the truth or completeness of any official statement or other disclosure document used in connection with the offer and sale of the Obligations.

Our opinion is given as of the date of this letter. We assume no duty to update our opinion to reflect any facts or circumstances that later come to our attention or any subsequent changes in law. In acting as bond counsel, we have established an attorney-client relationship with the Issuer.

Very truly yours,

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO NOTE SALE

On June 18, 2013, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the face amount of \$1,350,000. It is anticipated that the closing of this note financing will be held on or about July 9, 2013. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays. This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Publication Date: June ___, 2013 <u>/s/ Kris A. Teske</u> City Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

COMMON COUNCIL OF THE CITY OF GREEN BAY, WISCONSIN

June 18, 2013 Resolution No. 11-III

A Resolution Authorizing and Providing for the Sale and Issuance of \$925,000 Taxable General Obligation Promissory Notes, Series 2013D, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**") makes the following findings and determinations:

- 1. The Issuer is in need of funds provide for the payment of legal obligations relating to the Younkers litigation and the payment of planning costs relating to the conversion of multi-family homes to single family homes (collectively, the "**Project**").
- 2. On May 21, 2013, the Governing Body adopted an initial resolution (the "**Initial Resolution**") authorizing the sale and issuance of not to exceed \$925,000 taxable general obligation promissory notes of the Issuer for the purpose of paying the costs of the Project.
- 3. Notice of the sale (the "**Notice to Bidders**") of the \$925,000 City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2013D (the "**Obligations**") was given to such media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.
- 4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the "**Notice of Sale**"), written bids for the sale of the Obligations were received and delivered to the Governing Body.
- 5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of BOSC, Inc., a subsidiary of BOK Financial Corporation, of or a group that it represents (the "Purchaser"), to purchase the Obligations on the terms specified in the Purchaser's bid. The Purchaser bid the price of \$928,078.80 for the entire issue of Obligations (the "Purchase Price"), plus any accrued interest, and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

| <u>Year</u> | Principal <u>Amount</u> | Interest <u>Rate</u> |
|-------------|----------------------------|-------------------------|
| 2014 | \$ 80,000 | 2.00% |
| 2015 | 85,000 | 2.00 |
| 2016 | 90,000 | 2.00 |
| 2017 | 90,000 | 2.00 |
| 2018 | 90,000 | 2.00 |
| 2019 | 95,000 | 2.00 |
| 2020 | 95,000 | 2.25 |
| 2021 | 100,000 | 2.55 |
| 2022 | 100,000 | 2.80 |
| 2023 | 100,000 | 3.05 |

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

- 7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.
- 8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. <u>Definitions</u>.

In this resolution, the following terms have the meanings given in this section, unless the context clearly requires another meaning.

"Book-Entry System" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

"**Debt Service Fund**" means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

"Depository" means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.
"DTC" means The Depository Trust Company.

"Financial Officer" means the Treasurer.

"Fiscal Agent" means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as paying agent and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

"Governing Body" means the Issuer's Common Council.

"Issuer" means the City of Green Bay, Wisconsin.

"Municipal Officers" means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer's behalf.

"Notice of Sale" has the meaning set forth in the recitals to this resolution.

"**Obligations**" means the \$925,000 City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2013D, which will be issued pursuant to this resolution.

"Original Issue Date" means July 9, 2013.

"Project" has the meaning set forth in the recitals to this resolution.

"Purchase Price" means \$928,078.80.

"**Purchaser**" means BOSC, Inc., a subsidiary of BOK Financial Corporation, or a group that it represents.

"Record Date" means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Obligations.

"Recording Officer" means the Issuer's Clerk.

"Register" means the register maintained by the Fiscal Agent at its principal office, in which the Fiscal Agent records:

- (i) The name and address of the owner of each Obligation.
- ii) All transfers of each Obligation.

"Treasurer" means the Issuer's Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) Exhibit A Form of Obligation.
- (ii) Exhibit B Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, taxable general obligation promissory notes of the Issuer in the principal amount of \$925,000. The Obligations will be issued pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes to pay the costs of the Project and to pay certain expenses of issuing the Obligations (including, but not limited to, printing costs, fees for underwriting, financial consultants, bond counsel, fiscal agent, rating agencies, bond insurance, and registration, as applicable).

Section 4. <u>Terms of Obligations</u>.

The Obligations will be named "City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2013D." The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2014, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

| Maturity Date <u>(April 1)</u> | Principal <u>Amount</u> | Interest <u>Rate</u> |
|--------------------------------------|----------------------------|-------------------------|
| 2014 | \$ 80,000 | 2.00% |
| 2015 | 85,000 | 2.00 |
| 2016 | 90,000 | 2.00 |
| 2017 | 90,000 | 2.00 |
| 2018 | 90,000 | 2.00 |
| 2019 | 95,000 | 2.00 |
| 2020 | 95,000 | 2.25 |
| 2021 | 100,000 | 2.55 |
| 2022 | 100,000 | 2.80 |
| 2023 | 100,000 | 3.05 |
| | | |

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as paying agent and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement must require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent must maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully registered certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as paying agent and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations are <u>not</u> subject to optional redemption before their stated maturity dates.

Section 9. <u>Payment of Obligations/Transfers/Under Book-Entry System.</u>

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, and the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution.

Section 10. <u>Payment of Obligations/Transfers/Not Under Book-Entry System.</u>

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the principal office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligation for all purposes whatsoever under this resolution.

Section 11. Form of Obligations.

The Obligations must be in substantially the form shown in <u>Exhibit A</u>. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution.

Section 12. <u>Execution of Obligations</u>.

The Obligations must be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations must be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they must also be authenticated by the manual signature of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication

has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the purchase agreement signed and presented by the Purchaser to evidence the purchase of the Obligations (the "Purchase Agreement"). The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

The sale of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15 General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith, credit, and resources. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying,

the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax must be carried from year to year into the Issuer's tax roll. It must be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund available to pay debt service on the Obligations for such year. This tax will be in the following amounts:

| | Debt Service Amount Due in |
|------------------|-------------------------------|
| <u>Levy Year</u> | Following Year |
| 2013 | \$105,152.15 |
| 2014 | 103,687.50 |
| 2015 | 106,937.50 |
| 2016 | 105,137.50 |
| 2017 | 103,337.50 |
| 2018 | 106,487.50 |
| 2019 | 104,468.75 |
| 2020 | 107,125.00 |
| 2021 | 104,450.00 |
| 2022 | 101,525.00 |

Section 16. <u>Debt Service Fund</u>.

The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund. The Debt Service Fund must be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations. Any accrued interest received on the date of delivery of the Obligations and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations must be deposited into the Debt Service Fund and used to pay interest on the Obligations. If the money in the Debt Service Fund is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) must be deposited and kept by the Treasurer in a separate fund. The fund must be designated with both the name of the Obligations and the name Borrowed Money Fund (herein referred to as the "Borrowed Money Fund"). Money in the Borrowed Money Fund, including any earnings, must be (a) used to pay the costs of

(i) the Project and (ii) issuing the Obligations, or (b) transferred to the Debt Service Fund as provided by law.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale of the Obligations, and the Issuer authorizes and approves the final version of such document (the "Official Statement") to be prepared prior to the issuance of the Obligations; provided, however, that the Official Statement must be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers must deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement conclusively evidences the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer must publish notice that the Issuer has agreed to sell the Obligations. The notice must be published in the Issuer's official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the adoption of this resolution. The notice must be in substantially the form shown in Exhibit B. The Recording Officer must obtain proof, in affidavit form, of the publication, and must compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. <u>Authorization of Officers</u>.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Issuer as to the facts they present.

Section 21. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 22. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, the Issuer rescinds that part of the prior action.

Section 23. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 24. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: June 18, 2013

Approved: June 19, 2013

James J. Schmitt Mayor

Kris A. Teske Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN CITY OF GREEN BAY

| No. R | | | Registered \$ |
|-------------------------|-----------------------------|-------------------------------|------------------|
| TAXA | ABLE GENERAL OBLIGATION PRO | OMISSORY NOTE, SERIES 2 | 2013D |
| Interest <u>Rate</u> | Maturity <u>Date</u> | Original <u>Issue Date</u> | <u>CUSIP</u> |
| % | April 1, 20 | July 9, 2013 | 392641 |
| REGISTERED OWN | er: Cede & Co. | | |
| PRINCIPAL AMOUN | г: | | Dollars |

THE CITY OF GREEN BAY, WISCONSIN (herein called the "**Issuer**"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, the Principal Amount, on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2014, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of obligations (the "**Obligations**") of the Issuer of an aggregate principal amount of \$925,000, all of like tenor, except as to denomination, interest rate, and maturity date, issued by the Issuer pursuant to the provisions of Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 18, 2013, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$925,000 Taxable General Obligation Promissory Notes, Series 2013D, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered obligations.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "Depository"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "Book-Entry System"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by Associated Trust Company, National Association or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "Fiscal Agent"), who will act as paying agent and registrar for the Obligations.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the principal office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic transfer or by check sent by first class mail to the person in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**").

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of and interest on this Obligation, the Issuer has irrevocably pledged its full faith, credit, and resources. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations are <u>not</u> subject to optional redemption before their stated maturity dates.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent and in exchange and upon the payment of a charge sufficient to reimburse the Fiscal Agent for any tax, fee, or other governmental charge required to be made with respect to such registration, the Issuer will issue new fully registered Obligations in the same aggregate principal amounts to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

If at any time the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation must be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Fiscal Agent will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

Register. The Issuer, the Fiscal Agent, and any alternate fiscal agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to be, or to be done, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been done and performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of July 9, 2013.

CITY OF GREEN BAY, WISCONSIN

| [SEAL] | By: |
|--------|-----------|
| | And:Clerk |

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

| PLEASE INSERT SOCIAL SECURITY OR |
|---|
| OTHER IDENTIFYING NUMBER OF ASSIGNEE |
| |
| |
| |
| (Please Print or Type Name and Address of Assignee) |
| e within-mentioned Obligation and all rights thereunder and does hereby irrevocably constituted appoint attorney-in-fact, to transfer the |
| me on the books of the registry in the office of the Fiscal Agent, with full power of substitution the premises. |
| ated: |
| gnature Guaranteed |

NOTICE: Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Fiscal Agent.

Those requirements include membership or participation in the Securities Transfer Association Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person's authority to act must accompany this Obligation.

City of Green Bay 100 North Jefferson Street Green Bay, Wisconsin 54301

Subject:

\$925,000 City of Green Bay, Wisconsin Taxable General Obligation Promissory Notes, Series 2013D

We have acted as bond counsel to the City of Green Bay, Wisconsin (the "**Issuer**") in connection with the issuance of its \$925,000 Taxable General Obligation Promissory Notes, Series 2013D, dated July 9, 2013 (the "**Obligations**").

We examined the law, a certified copy of the proceedings relating to the issuance of the Obligations, and certifications of public officials and others. As to questions of fact material to our opinion, we relied upon the certified proceedings and certifications without independently undertaking to verify them.

Based upon this examination, it is our opinion that, under existing law:

- 4. The Obligations are valid and binding general obligations of the Issuer.
- 5. All taxable property in the Issuer's territory is subject to *ad valorem* taxation without any limit as to rate or amount to pay the principal and interest coming due on the Obligations. The Issuer is required by law to include in its annual tax levy the principal and interest coming due on the Obligations except to the extent that the Issuer has deposited other funds, or there is otherwise surplus money, in the account within the debt service fund created for the Obligations under Wisconsin law.

The rights of the owners of the Obligations and the enforceability of the Obligations may be limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights and by equitable principles (which may be applied in either a legal or an equitable proceeding).

We express no opinion as to the truth or completeness of any official statement or other disclosure document used in connection with the offer and sale of the Obligations.

Our opinion is given as of the date of this letter. We assume no duty to update our opinion to reflect any facts or circumstances that later come to our attention or any subsequent changes in law. In acting as bond counsel, we have established an attorney-client relationship with the Issuer.

Very truly yours,

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO TAXABLE NOTE SALE

On June 18, 2013, pursuant to Section 67.12 (12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell taxable general obligation promissory notes in the face amount of \$925,000. It is anticipated that the closing of this note financing will be held on or about July 9, 2013. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays. This notice is given pursuant to Section 893.77 of the Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

| Publication Date: June, 2013 | /s/ Kris A. Teske | |
|------------------------------|-------------------|--|
| | City Clerk | |

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

Moved by Ald. Sladek, seconded by Ald. Warner to suspend the rules for the purpose of adopting the remaining resolutions with one roll call vote. Motion carried.

FINAL PAYMENTS RESOLUTION JUNE 18, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. CITY DECK – PHASE II CONSTRUCTION (DOCKS AND GANGWAYS, CHERRY STREET LANDING, AND PINE STREET LANDING)
SMA Construction Services, LLC.
TOTAL AMOUNT EARNED: \$2,209,124.18
LESS AMOUNT RETAINED: \$0.00

\$2,209,124.18

LESS AMOUNT PREVIOUSLY PAID: \$2,179,124.18

AMOUNT DUE THIS ESTIMATE:

\$ 30,000.00

ACCOUNT NUMBERS

479-50-500-000-55392-000000-000-64060: \$30,000.00

PO #104904

2. **SEWERS 5-12**

PTS Contractors, Inc.

TOTAL AMOUNT EARNED: \$ 192,986.05 LESS AMOUNT RETAINED: \$ 0.00

\$ 192,986.05

LESS AMOUNT PREVIOUSLY PAID:AMOUNT DUE THIS ESTIMATE:

\$ 186,145.40
\$ 6,840.65

ACCOUNT NUMBERS

412-50-500-501-55355-000000-000-63092: \$6,840.65

PO #105169

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt Mayor

ATTEST:

Kris A. Teske City Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION AUTHORIZING REFUND/CANCELLATION OF 2012 PERSONAL PROPERTY TAXES

June, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, as per the recommendation of the Finance Committee at its meeting of June 11, 2013, the following 2012 personal property taxes be refunded or cancelled:

| Account | <u>Amount</u> |
|-------------------------|-------------------------------|
| 16833 Rabideau Window C | cleaning 16.20 (cancel) |
| 16966 NMHG Financial Se | rvices Inc. 2,196.20 (refund) |
| 7696 J's Compressor Rep | eair 277.40 (cancel) |

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt Mayor

Kris A. Teske Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION APPROVING RELOCATION PAYMENT FOR VELP AVENUE FROM NORWOOD AVENUE TO MILITARY AVENUE JUNE 18, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve and authorize the following relocation payment:

VELP AVENUE FROM NORWOOD AVENUE TO MILITARY AVENUE PROJECT ID. # 1450-04-21

\$15,552.80

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt Mayor

ATTEST:

Kris A. Teske City Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION APPROVING STORM SEWER OUTFALL EASEMENT/AGREEMENT TO SERVE 3050 WALKER DRIVE JUNE 18, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

To approve the request by Port City Bakery, Inc. for a Storm Sewer Outfall Easement / Agreement across City owned property to serve 3050 Walker Drive and authorize the Mayor and City Clerk to execute the easement / agreement.

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt Mayor

ATTEST:

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION APPROVING THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT June 18, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00); and

WHEREAS the City of Green Bay (City) scored an "A" in Financial Management; and

WHEREAS the City scored an "A" in Collection System Management; and

WHEREAS the City scored an "A" as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2012:

- 1. Continue to review and update policies and procedures pertaining to the financial management of the City's Sanitary Sewer District;
- Continue to review and update written policies and procedures as it relates to the management, operation and maintenance of the City's sanitary sewer collection system; and
- 3. Complete a capacity, management, operation and maintenance (CMOM) self assessment to determine the strengths and weaknesses in the City's sanitary sewer collection system.

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt Mayor

ATTEST:

Kris A. Teske City Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION APPROVING THE
DEVELOPMENT AGREEMENT WITH
DERMOND PROPERTY ACQUISITION, LLC,
FOR PARCEL NUMBER 12-29, LOCATED
AT THE NORTHWEST CORNER OF
WASHINGTON STREET AND WALNUT STREET

June 18, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

WHEREAS, the Common Council has created TIF No. 5 District and adopted a project plan for the district; and

WHEREAS, the Dermond project is located within the TIF No. 5 District and complies with the project plan for TIF No. 5 previously adopted by the Redevelopment Authority and Common Council; and

WHEREAS, the Redevelopment Authority has approved the development agreement for the Dermond project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Clerk and authorized representatives of the Redevelopment Authority are authorized to execute the Development Agreement subject to technical legal adjustments to the agreement as may be deemed necessary by the parties' counsel; and

BE IT FURTHER RESOLVED that the Redevelopment Authority is authorized to take all actions necessary to carry out obligations of the Development Agreement.

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt Mayor

Kris A. Teske Clerk

DEVELOPMENT AGREEMENT DERMOND PROPERTY ACQUISITION

THIS TRI-PARTY AGREEMENT (hereinafter called the "Agreement") made as of the ____ day of _____, 2013, by and between the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (hereinafter called the "RDA"), the CITY OF GREEN BAY (hereinafter called the "CITY") DERMOND PROPERTY ACQUISITION, LLC, a Wisconsin Limited Liability Company (hereinafter called the "DEVELOPER"), and DPA, LLC, a Wisconsin Limited Liability Company (hereinafter called "DPA"). The RDA, CITY, DPA and DEVELOPER may collectively be referred to as the "PARTIES."

WITNESSETH:

WHEREAS, the RDA owns property (hereinafter the "Property") legally described on the attached Exhibit "A" hereto (parcel no. 12-29) generally located on the northwest corner of where North Washington Street and East Walnut Street intersect; and

WHEREAS, the City desires to have DEVELOPER construct an active mixed-use development with approximately 91 residential apartment units and approximately 3,316 square feet of retail space; and

WHEREAS, RDA desires to see the Property developed into an active mixed-use development that generates economic activity and tax base for the community; and

WHEREAS, DPA is owned and controlled by members of the DEVELOPER and DPA is a member of DEVELOPER; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the PARTIES as follows:

- I. <u>PROPOSED PROJECT SCOPE AND CONSTRUCTION</u>. The DEVELOPER proposes to construct an active mixed-use development (the "Project") on the Property. The Project shall have approximately 93 residential studio, one-bedroom, and two-bedroom apartment units and approximately 3,316 square feet of retail and will cost approximately \$14,800,000, which shall include, but is not limited to, structural pilings, land improvements, multi-level interior parking for the 93 apartment units along with approximately 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and a new 7 (seven) story building, including a penthouse.
 - A. The DEVELOPER shall commence construction (the "Commencement Date") of the Project no later than December 1, 2013, with DEVELOPER taking such action as necessary and required to receive all municipal approvals for the Project from the CITY and/or any other governmental entities, and satisfaction of all conditions required herein.
 - B. The DEVELOPER shall complete the Project (which shall be deemed achieved by the delivery of a certificate of occupancy or occupancy permit for any portion of the building constructed on the Property) by May 1, 2015, (the "Completion Date") in accordance with site and building plans as approved by the CITY.
 - C. The CITY will cooperate with respect to any and all permits necessary for completion of the Project. All PARTIES agree to use reasonable efforts to obtain performance of the conditions of this Agreement.
 - D. The DEVELOPER shall comply with all applicable Federal, State, and Municipal codes throughout the Project, including submitting site plans and obtaining applicable permits.
 - E. The Preliminary Concept Plan for the Project (hereinafter "Concept Plan") is attached hereto as <a href="Exhibit" B" and is incorporated herein by reference to this Agreement. By execution of this Agreement, the PARTIES hereto expressly approve the Concept Plan. The RDA or the DEVELOPER may at any time propose modifications to the Concept Plan subject to the agreement of the RDA and the DEVELOPER. All site and building plans are subject to review and approval by the CITY for compliance with Federal, State and Municipal code requirements.
 - F. The time for performance of any term, covenant, or condition of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means delays beyond the reasonable control of the party obligated to perform the applicable term, covenant, or condition under this Agreement and shall include, without limiting the generality of the foregoing, delays attributable to adverse environmental conditions (such as contaminated soil or groundwater), adverse weather

conditions, acts of God, the actions of any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty or delay in obtaining any necessary permit from any governmental agency.

- II. <u>PROPERTY TRANSFERS</u>. The following property transfers shall take place in order to effectuate the terms and intent of this Agreement:
 - J. The RDA shall convey to the DEVELOPER the Property for Five Hundred Thousand Dollars and No Cents (\$500,000.00) after DEVELOPER provides to the RDA adequate proof that all Project financing and construction agreements are executed. The conveyance of the Property shall be by quitclaim deed. DEVELOPER shall execute a \$500,000.00 Promissory Note (hereinafter "Note") to the RDA at the time of conveyance or closing. The Note shall not bear interest and shall be payable upon DEVELOPER's sale of the property to an unrelated entity with the RDA's consent.
 - K. Note Adjustment. The Note's principal amount shall be reduced by \$300,000.00 if either the DEVELOPER, or its assigns as agreed to by the RDA, owns the Property for at least 10 consecutive years or the Project reaches a \$10,000,000.00 assessed value. Alternatively, the Note shall be completely forgiven if the Project reaches an \$11,500,000.00 assessed value. If none of these conditions are met or satisfied, then the Note shall be paid by DEVELOPER or assigned to any subsequent purchaser along with the other terms of this Agreement. The Note shall only be subordinate to DEVELOPER's mortgage for construction and primary financing for the Project.
 - L. The RDA and the DEVELOPER shall have the right to undertake due diligence and completion of the following to the RDA and DEVELOPER's reasonable satisfaction:
 - 1. Environmental assessment and clean up. The RDA and the CITY or its agents and assigns have not deposited any contaminants on the Project Site.
 - 2. Title insurance and ALTA survey review to be paid by the DEVELOPER.
 - M. In the event the DEVELOPER fails to commence construction by the Commencement Date, or in the event that the DEVELOPER fails to complete the Project by the Completion Date, subject to any unavoidable delays, the Property shall revert back to the RDA upon written request of the RDA, at which time this Agreement shall become null and void, except for any guarantees for outstanding debt of the Project. Notwithstanding any of the provisions of this Agreement, including, but not limited to, those intended to be covenants running with the Property, the holder of any mortgage in the

Property (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (i) any other party who thereafter obtains title to the Property or such part from or through such holder or (ii) any other purchaser at foreclosure sale other than the holder of the mortgage itself) shall not be obligated by the provisions of this Agreement to complete the construction of the Project or guarantee such construction; nor shall any covenant or any other provision in any document of record, including, without limitation, a deed, be construed to so obligate such holder, unless the mortgage holder exercise the option to cure the DEVELOPER's default.

In addition, any reversion to the RDA as a result of such DEVELOPER default shall not defeat, render invalid or limit in any way (i) the lien of any mortgage in the Property and (ii) any right or interest provided in this Agreement for the protection of the holder of such mortgage. In the event of such DEVELOPER default, and the RDA taking action to assert its reversion right described above, the RDA shall first provide the mortgagee (as identified by DEVELOPER) with written notice of such DEVELOPER default and provide such mortgagee with a reasonable opportunity to cure such default and diligently prosecute the completion of the Project itself, or through an assignee, and in such event, the reversion shall be deemed null and void so long as such party is diligently prosecuting the Project to completion. The mortgagee shall exercise its option to cure such DEVELOPER default and assume this Agreement, if at all, within twenty (20) days after receipt of such default notice and thereafter the CITY and the RDA shall attorn to such mortgagee or its assignee and this Agreement shall thereafter be binding on all such PARTIES. If said event occurs, any and all fees or costs paid by the DEVELOPER shall be forfeited and retained by the RDA. The DEVELOPER further agrees to take all necessary action to revert title of the Property back to the RDA at no cost to the RDA through a guit-claim deed. In the event that the RDA must take legal action to re-obtain title to the Property under the terms of this Agreement, the DEVELOPER agrees to indemnify the RDA for all costs associated with such action, including attorneys' fees and costs.

N. RDA shall coordinate the public agency participation in planning, obtaining data from public records as may be available, reviewing and commenting on aspects of the proposed development in a timely manner. The RDA and the City of Green Bay shall use its best efforts to support DEVELOPER'S zoning requests for a mixed-use commercial and residential project on the Property, but cannot guarantee approval of any zoning requests.

III. PARKING.

A. The DEVELOPER shall construct a multi- level interior parking garage with approximately 93 stalls, 31 parking spaces to be leased or sold to the owners of Parcel No. 12-24, and access points on the site of the Project

for use by the occupants of the Property. Parking and entrances shall comply with all applicable codes and are subject to approval of the CITY and Wisconsin Department of Transportation.

IV. <u>EASEMENTS, COVENANTS AND LICENSES</u>.

- A. The CITY/RDA and the DEVELOPER will enter into all necessary easements for the Property as may be determined to be necessary, including air rights for balconies and entrance canopies. The easements shall run with the land and benefit all subsequent owners of both sides of the Property. There shall be no annual charges or fees associated with such easements.
- B. The CITY/RDA may grant DEVELOPER a temporary construction license or easement to perform work from public rights of way, subject to conditions and approval by the Department of Public Works.
- C. CITY/RDA shall provide a perpetual landscape easement upon CITY's right-of-way, which shall not obstruct public access, to accommodate DEVELOPER-funded landscape treatments, plazas, and other amenities facing the CityDeck and Fox River.
- D. Additional easements, covenants, conditions and restrictions may be deemed necessary or desirable to achieve the purposes of this Agreement. In such event, said easements, covenants, conditions and restrictions shall be in writing and mutually agreed to by the PARTIES.

V. FINANCING.

- H. The DEVELOPER shall obtain a private loan commitment of at least \$8,700,000 and DEVELOPER equity of at least \$2,300,000.00
- In order for this Project to occur, CITY shall contribute not less than \$2,484,000.00 in Tax Increment Financing Assistance to DPA (the "Project Grant"). CITY shall structure the debt service for the Project Grant to include capitalized interest to cover the first two years of debt service. The capitalized interest shall be amortized over the term of the loan, which shall be fifteen years, and included within the guarantee set forth in Paragraph C. below. DPA agrees to contribute the Project Grant to the capital of the DEVELOPER for investment in the Project. CITY shall disburse the Project Grant to DPA on a monthly basis during the course of construction of the Project, in proportion to the construction financing for the Project, subject to CITY's review and approval of the invoices. The CITY's costs of funding the Project Grant shall be repaid through the Tax

Increments generated by the Project, plus the Deficit Payments, if any. A Deficit Payment shall be defined as any shortfall between the annual tax increments generated by the Project and the CITY'S annual debt service payments incurred to fund the Project Grant. Tax Increments shall have the meaning ascribed to such term under Section 66.1105, Wis. Stats. It is anticipated that the Tax Increments from the Project will be sufficient to repay the CITY's debt service incurred to fund the Project Grant; however, the guarantee set forth in Paragraph C. below shall be required.

J. Personal Guarantee. Any individual member of the DEVELOPER shall personally guarantee the entire amount of the CITY's debt service, which shall include capitalized interest, incurred for the Project Grant provided that all Tax Increments generated by the Project shall be credited against, and shall reduce the obligations under, such guarantee. The CITY's Debt Service is defined as the cost of CITY's borrowing on \$2,484,000.00 of TIF funding, including capitalized interest, over the life of the TIF District. DEVELOPER shall be invoiced for any Deficit Payment that exists in a calendar year and shall pay the Deficit Payment within thirty (30) days of receipt of the City's invoice. If DEVELOPER fails to pay for the Deficit Payment, then CITY may place the amount as a special charge against the property. DEVELOPER shall provide updated personal financial statements on a yearly basis to allow the CITY/RDA to review in relation to this guarantee. Any guarantee under this section for a Deficit Payment shall expire at the end of the life of the TID.

VI. <u>ENVIRONMENTAL</u>

- A. The RDA and/or CITY shall make available all known environmental reports and activity upon the property. If site remediation is required, the CITY/RDA will work cooperatively with DEVELOPER to off-set any extraordinary site clean-up costs; however, CITY/RDA shall not be legally obligated to remediate the site. CITY/RDA shall assume the costs of clean-up only upon obtaining external grant funds covering the entire cost of clean-up.
- B. Subsequent to the conveyance of the Property to the DEVELOPER, the DEVELOPER shall be responsible for, indemnify, pay on behalf of, defend and hold CITY's and RDA's, agents, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity): (a) arising from the actual existence, treatment, deposit, release, storage, or disposal of any hazardous substances as defined under Environmental Laws, whether on or off the Property, which occurred subsequent to the date of conveyance of the Property; and (b) arising from the breach

of any warranty, covenant or representation of DEVELOPER to the CITY or RDA, or any other obligation of DEVELOPER to the CITY or RDA, under this Agreement.

As used herein, the term "hazardous materials or substances" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants, "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seg.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seg.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seg.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and (E) asbestos containing materials. The provisions of this Section 20 shall survive the conveyance to Developer of the Property.

VII. <u>DEVELOPER'S TRANSFER RESTRICTIONS AND OBLIG</u>ATIONS.

- A. Upon the sale of the Property with the RDA's consent, the RDA may approve DEVELOPER transferring the TIF guarantee explained in Section V.C., and the RDA shall have the right to approve the transferee. DEVELOPER may, at its discretion, choose to pay off the remaining balance of the Project Grant at such point. DEVELOPER may assign all rights and obligations under this agreement to a controlled and affiliated limited liability company to own, manage and operate the Property. However, no assignment of rights and obligations under this Agreement to an unaffiliated party may occur without the written consent of the RDA. In the event a transfer occurs without RDA approval, the RDA/CITY may recall payment of the full amount of the declining principal balance in existence at the time of the transfer.
- B. DEVELOPER represents that it is aware of a Development Agreement dated March 24th, 2004, between CITY, RDA, and NICOLET JOINT VENTURES, LLC, and DEVELOPER agrees that it shall comply with all provisions of that Agreement concerning this Project.

- C. All requests requiring the RDA approval shall be submitted at least 30 days in advance of the date of the proposed action.
- D. DEVELOPER shall be prohibited from selling the Property to a non-profit organization unless agreed to writing by the RDA.
- E. The above restrictions do not preclude the creation of a mortgage, encumbrance or lien upon the Property for the purpose of financing or refinancing the development or any part thereof pursuant to this Agreement. In the event of the creation of any mortgage, encumbrance or lien, without the voluntary act of a party, the DEVELOPER shall notify the RDA promptly of such occurrence.
- F. Prior to Property transfer to DEVELOPER, the DEVELOPER shall furnish to the RDA evidence of the construction contract with respect to the development to be commenced.
- G. At any time during the implementation of the development contemplated by this Agreement, the DEVELOPER may submit to the RDA proposed revisions in the approved Concept Plans in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plans. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the proposed revisions in the Concept Plans; provided, however, that the RDA shall approve such revised Concept Plans unless it reasonably finds that such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the RDA or the CITY, or adversely affect the Concept Plans. The RDA will make all reasonable efforts to approve of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans.
- Н. The DEVELOPER shall prepare or have prepared a Development Budget and Design Development Documents in accordance with the Concept Plans for submission to the RDA no later than October 1, 2013. Design Development Documents shall consist of site plans and building plans or other drawings and other documents that fix and describe the size and character of the entire development project as to structural, mechanical and electrical systems, materials and other such essentials as may be determined by the RDA to be appropriate. The RDA may approve, disapprove or impose further requirements with respect to the Development Budget and Design Development Documents, provided, however, that if the Development Budget and Design Development Documents conform with the Concept Plans, such approval may not unreasonably be withheld. In the event the Development Budget and Design Development Documents are not acted upon by the RDA within thirty (30) days of the date of submission, they shall be deemed approved.

The RDA will make all reasonable efforts to approve of the budget and plans in less than thirty (30) days, including convening for special meetings to review and consider such budget and plans.

- I. The DEVELOPER will file with the RDA copies of the detailed construction plans promptly (within thirty (30) days) after completion of construction.
- J. During the period prior to construction pursuant to this Agreement, the DEVELOPER shall from time to time advise the RDA regarding information having a bearing upon the RDA's interest under this Agreement, and, after date of commencement of construction by the DEVELOPER, the DEVELOPER will file with the RDA quarterly progress reports during the course of construction.
- K. All documents shall be submitted in triplicate.
- L. The DEVELOPER agrees, as a covenant running with the Property (and any subsequent lease or deed shall so provide), not to discriminate on the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the RDA/CITY to such injunctive relief or other remedies as may be available at law.
- M. **Insurance.** Prior to commencing construction under this Agreement, the DEVELOPER shall obtain and keep in full force and effect during construction of the improvements, an all-risk builder's risk insurance policy for the Project Site on which construction is occurring with coverage equal to the total amount of the DEVELOPER's construction contract or contracts for all improvements being constructed. Such builder's risk insurance policy shall name the RDA and CITY as an additional insured, subordinate in its rights to such proceeds to the DEVELOPER's mortgagee. However, in such a case, DEVELOPER is not relieved of its obligation to perform under this Agreement. The DEVELOPER shall also obtain and keep in full force and effect during construction of its improvements, for the benefit of the RDA and CITY, an owner's comprehensive protective liability insurance policy with personal injury coverage of at least \$2,000,000.00, and property damage coverage of at least \$1,000,000.00. Such policies of insurance shall be written by insurance companies authorized to do business in the state of Wisconsin. Prior to commencement of construction, the DEVELOPER shall file with the CITY Insurance Department a certificate of insurance setting forth that all coverage herein is in full force and effect and providing the RDA and CITY will be given ten

(10) days written notice prior to termination or cancellation of such coverage.

VIII. <u>MUTUAL RIGHTS OF ACCESS</u>.

- A. Prior to closing on the Property, the RDA shall permit representatives of the DEVELOPER to have access to any part of the Property to which the RDA holds the right of possession at all reasonable times to obtain data and make various tests concerning the Property necessary to carry out this Agreement. CITY will use reasonable efforts to work with DEVELOPER for parking accommodations for parties of DEVELOPER accessing the Property to obtain data or perform tests during the term of this Agreement.
- B. After closing on the Property, the DEVELOPER shall permit representatives of the RDA to have reasonable access to the Property at all reasonable times for the purposes of this Agreement, including, but not limited to, inspection of all work being performed in connection with construction.
- C. **No Charge.** No compensation shall be payable nor shall any charge be made in any form by any party for the access provided in this Section.

IX. OTHER RIGHTS AND REMEDIES.

A. **Termination and Remedies.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, such party shall, upon written notice from any other party, proceed promptly to ensure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice unless such default or breach cannot, with reasonable diligence, be cured within such period in which case said defaulting party shall commence such cure within such period and diligently proceed to cure such default. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings to compel specific performance by the party in default or breach of its obligation.

Completion of the development in accordance with the terms and conditions of this Agreement is the essential and unique consideration for the obligations of the PARTIES; accordingly, the PARTIES shall, in the event of legal proceedings, seek remedies to compel the specific performance of the defaulting party as the only adequate remedy and shall not seek damages in lieu of specific performance unless specific performance is legally unavailable, in which event the PARTIES may seek

- damages as authorized. No other remedies for the PARTIES to this agreement exist outside of this Agreement.
- B. The PARTIES shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way (it being the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved); nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- C. Except as expressly provided otherwise in this Agreement, the rights and remedies of the PARTIES to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more such remedies shall not preclude the exercise of it, at the same different times, of any other such remedies for any other default or breach by any other party. No waiver made by any such party with respect to the performance or manner of time thereof, of any obligation of any other party or any condition of its own obligation under this Agreement shall be considered a waiver of any rights of the party making waiver with respect to the particular obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver of any other obligations.
- D. No official or employee of the RDA/CITY shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities which are PARTIES to this Agreement. No official or employee of the RDA/CITY shall be personally liable to the DEVELOPER or DPA or any successor in interest, in the event of any default or breach by the RDA/CITY, or for any amount which becomes due to the DEVELOPER or DPA or its successors under this Agreement.
- E. Applicable Law, Severability and Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement, or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then (unless in the judgment of the party or PARTIES thereby adversely affected such provision was a material part of the

consideration for their entering into this Agreement, that without it they would not have entered into this Agreement) the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding among the PARTIES with respect to its subject matter, there being no terms, conditions, warranties or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the PARTIES hereto, their respective successors and assigns.

- F. **Amendments to Agreement**. This Agreement may not be changed orally, but only by agreement in writing and signed by the PARTIES hereto.
- G. **Third Parties**. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the PARTIES hereto and not for the benefit of any other persons, as third party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.
- H. **No Partnership Created.** This Agreement specifically does not create any partnership or joint venture between the PARTIES hereto, or render any party liable for any of the debts or obligations of any other party.
- I. Formalities and Authority. The PARTIES hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.
- J. **Notices and Demands.** A notice, demand or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested or delivered personally:

To DEVELOPER: Dermond Property Acquisition, LLC

Attention: Nora Pecor 757 N. Water Street Milwaukee, WI 53202

To DPA: DPA. LLC

Attention: Nora Pecor 757 N. Water Street

Milwaukee, WI 53202

To RDA: Redevelopment Authority

of the City of Green Bay Attention: Executive Director

100 North Jefferson Street, Room 608

Green Bay, WI 54301

To CITY: City of Green Bay

Attention: City Clerk

100 North Jefferson Street Green Bay, WI 54301

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

K. **Nonmerger and Survival.** Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed the date first above written.

Attest: Redevelopment Authority of the City of Green Bay

| | Harry Maier, Chairman |
|---------|--------------------------------------|
| | P. Robert Strong, Executive Director |
| Attest: | City of Green Bay |
| | James J. Schmitt, Mayor |
| | Kris Teske, Clerk |
| Attest: | Dermond Property Acquisition, LLC |
| | |
| Attest: | DPA, LLC |
| | |

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B CONCEPT PLAN

EXHIBIT C

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION INSERT PRINCIPAL NAME

| 1. GUARANTEE. For value received, and to induce the City of Green Bay |
|---|
| and the Redevelopment Authority of the City of Green Bay ("Lender") to extend credit to |
| DPA, hereinafter "Debtor," the undersigned guarantees payment or promises to pay or |
| to cause to be paid to Lender, when due, or to the extent not prohibited by law at the |
| time Debtor becomes a subject of bankruptcy or other insolvency proceedings, all |
| Deficit Payments due under the Development Agreement dated, 2013 (the |
| "Development Agreement"), including interest charges and fees provided for in the |
| Development Agreement and any other agreement related to the Project Grant (as |
| defined in the Development Agreement) and also including the amount of any Deficit |
| Payments made by Debtor to Lender or other on behalf of the Debtor which are |
| recovered from Lender by a trustee, receiver, creditor, or other party pursuant to |
| applicable state law (the obligations). To the extent not prohibited by law, this |
| guarantee is valid and enforceable against the undersigned, even though any obligation |
| is invalid and unenforceable against the Debtor. |

- 2. **REPRESENTATIONS.** The undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and had no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of any Debtor. The undersigned has independently determined the collectability and enforceability of the obligations and, until the obligations are paid in full, will independently and without reliance on Lender, continue to make such determinations.
- 3. **PERSONS BOUND.** This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assignees.
- 4. **TERM**. This guarantee for any Deficit Payment shall expire at the end of the life of the TID.

| Dated at Green Ba | av Wiscons | in this | day of _ | , 2013 |
|-------------------|-------------|---------|------------|--------|
| Dated at Oreen Da | ay, wiscons | , uns | . uay oi _ | , 2013 |

| | | PRINCIPAL NAME | |
|---|-----------------------------------|----------------|--|
| PRINCIPAL NAME, subsome this day of | cribed and sworn to before, 2013. | | |
| Notary Public, My commission expires | | | |

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL AT 602 NORTH CHESTNUT AVENUE (ZP 13-14)

June 18, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 13-14 and the recommendation of the Plan Commission on May 28, 2013, the City of Green Bay does authorize a conditional-use permit to allow for a single-family dwelling in an Office Residential (OR) District located on the following described property at 602 North Chestnut Avenue:

<u>Tax Parcel Number 5-912</u>: Elmores Addition, west one-half of Lots 31 and 32, except the north 25 feet

<u>Tax Parcel Number 5-913</u>: Elmores Addition, east one-half of Lots 31 and 32, except north 5 feet of Lot 31

James J. Schmitt Mayor

Kris A. Teske Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

RESOLUTION AUTHORIZING CONDITIONAL-USE APPROVAL AT 1108 CHERRY STREET (ZP 13-17)

June 18, 2013

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 13-17 and the recommendation of the Plan Commission on June 10, 2013, the City of Green Bay does authorize a conditional-use permit to allow for a two-family dwelling in an Office Residential (OR) District located on the following described property at 1108 Cherry Street:

<u>Tax Parcel Number 14-183</u>: The north 115 feet of Lot 654, except the westerly 3 feet, Plat of Navarino

Said conditional-use permit shall be granted subject to:

- a. A site plan being submitted for paving of the drive and any related site improvements.
- b. All citations and complaints are addressed and complied with to the satisfaction of the Inspection Division.

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt Mayor

Kris A. Teske Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

GREEN BAY, WISCONSIN 06/18/13

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED: THAT THE FOLLOWING DESCRIBED SIDEWALKS BE ORDERED CONSTRUCTED AND THAT THE CITY CLERK ISSUE A SIXTY (60) DAYS NOTICE AS PER THE ATTACHED SCHEDULE:

| NAME | LOCATION | LIN | FT |
|------|----------|-----|----|

MAIN ST E MASON ST TO GUNS RD (4931)

| E MASON ST TO GUNS RD (4931) | | |
|---|---|---------|
| 21-1361 NAKOMA TOWERS LLC 6264 NESBITT RD | 2030 E MASON ST | 433.51' |
| C/O MATTHEW R OLSON 3472 AMBER LN | 2056 MAIN ST LOTS 2 & 3 OF 21 CSM 51 BNG | 133.26' |
| 21-453-2 PDQ CAR WASHES PO BOX 22190 | 2126 MAIN ST LOTS 2 & 3 OF 11 CSM 87 BNG PART OF LOT 27 ASTORS SUBD OF PC 3-7 ESFR & ALSO PART OF J15228-23 LYG ADJ | 276.71' |
| 21-453-6 PDQ CAR WASHES PO BOX 22190 | 2120 MAIN ST LOT 1 OF 11 CSM 87 BNG PRT OF LOT 27 ASTOR'S SUBD OF | 86.50' |

21-455-3 21-455-3

STEARNS BANK NA ESCROW

LOT 1 OF 57 CSM 112 BNG PRT

T&LS FUTURE LLC

OF LOTS 27 & 28 OF ASTORS

PO BOX 7338

SUBD OF PC 3-7 ESFR ST CLOUD, MN 56302-7338

GREEN BAY, WI 54305-2190 PC 3-7 ESFR & ALSO PART OF J15228-23 LYG ADJ

2206 MAIN ST

437.75'

MORROW ST

1900 MORROW ST TO DANZ AV (4932)

| 21-1218-3 PARKWAY HIGHLANDS I LLC 660 W RIDGEVIEW DR | 321 HIGHLAND PARK AV PRT OF NW1/4 SE1/4 & PRT OF | |
|---|---|---------|
| | 1900 MORROW ST LOT 1 OF 55 CSM 141 BNG PRT OF NW1/4 SE1/4 SEC 32 T24N | 205.00' |
| NAME | LOCATION | LIN FT |
| | | |
| WISCONSIN PUBLIC SERVICE ATTN: REAL ESTATE PO BOX 19001 | HIGHLAND PARK AV THAT PRT OF 226 D 213 LYG E OF 46 CSM 330 EX RDS & PRT OF VAC BROOK ST DESC IN 1826231 BNG PRTS OF NW1/4- SE1/4 & NE1/4-SE1/4 SEC 32 T24N R21E | 603.00' |
| TOWNHOMES LLC | 2020 MORROW ST PART OF NE1/4 SE1/4 SEC 32 T24N R21E DESC IN J17481-24 & PRT VAC ST IN 1829060 EX | 468.58' |

Adopted June 18,2013

Approved June 19, 2013

James J. Schmitt MAYOR

ATTEST:

Kris A. Teske CITY CLERK

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. Roll call: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

> GREEN BAY, WISCONSIN 06/18/13

> > 25.00'

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED: THAT THE FOLLOWING DESCRIBED SIDEWALKS BE ORDERED RECONSTRUCTED AND THAT THE

CITY CLERK ISSUE A SIXTY (60) DAYS NOTICE AS PER THE ATTACHED SCHEDULE:

NAME LOCATION LIN FT CREDIT

BELLEVUE ST

CASS TO LOUISE (4877)

21-2037 704 BELLEVUE ST BELLEVUE BAR LLC HOWARD ADDN LOT 1 EX SLY 2 3048 CTH EE FT BLK 1

ABRAMS, WI 54101-9758

BOND ST

ETHEL AND WILSON (4918)

5-1307 1173 BOND ST 20.00'

KANATALOLOKS SKENANDORE MILITARY RESERVE THAT PRT O
1173 BOND ST F LOT 185 DES IN 603 R 486 GREEN BAY, WI 54303-4040 BCR

5-1311-C 1193 BOND ST 23.00'

23.00'

MILITARY RESERVE THAT PRT O MARNIE M SKIBO F THE NW 1/4 OF TH S 1/2 OF 1193 BOND ST GREEN BAY, WI 54303-4040 LOT 187 AS DES IN 256 D 453 BCR

BOND ST

PLATTEN AND LOCUST (4920)

6-67-E 1375 BOND ST 35.00'

15.00'

KEVIN E & KIM L HANSON LOT A OF 1 CSM 105 BNG PART 1375 BOND ST

OF LOT 95 MILITARY RESERVE

GREEN BAY, WI 54303-4351

BUCHANAN ST N

DESNOYERS TO VELP (4908)

18-1015-16 1003 N BUCHANAN ST 60.00'

60.00'

SUBD OF BLOCKS 7,8 & 9 THE LAO VANG 1003 N BUCHANAN ST 1003 N BUCHANAN ST PLAT OF COLONIAL VILLAGE GREEN BAY, WI 54303-4007 LOT 34 BLK 9

CEDAR ST

NEWHALL TO ELIZABETH (4880)

1536 CEDAR ST 20.00' 19-145

20.00'

PATRICK A & KAREN L J M SMITHS ADD LOT 62

TRUTTMANN

4350 HUMBOLDT RD

GREEN BAY, WI 54311

1544 CEDAR ST 19-147 40.00'

15.00'

DARIO MURO CASTANEDA J M SMITHS ADD LOT 64

1544 CEDAR ST

GREEN BAY, WI 54302

NAME LOCATION LIN FT

CREDIT

CHICAGO ST

MONROE TO QUINCY (4885)

===

14 - 400443 S MONROE AV 10.00'

KAN RENTALS LLC PLAT OF ASTOR W 85 FT OF LOT 9 & S 5 FT OF W 100 FT

C/O KENNETH A NIER OF LOT 10 EX ST AS DESC IN 726 N HURON ST

DE PERE, WI 54115-2621 975 R 453 BLK 36

CLAY ST S

E MASON TO CHICAGO (4872)

14-861 514 S CLAY ST 191.00'

70.00'

SAINT PAUL EVANGELICAL PLAT OF ASTOR LOTS 1-6 & 11

LUTHERAN CHURCH 514 S CLAY ST

& N 44 FT OF LOT 10 & N 44 FT OF W 65 FT OF LOT 7 BLK GREEN BAY, WI 54301-3906 98 EX RD IN 2253740 & PRT OF LOTS 7-10 DESC IN 2253741 & E 100 FT OF LOTS 7 & 8 EX 1110 R 297 & EX ST

CLAYTON PL

JUNIPER TO LILAC (4868)

1033 CLAYTON PL 21-2975 25.00'

25.00'

BRYAN & JULIE DE VILLERS JEANEAL SUBD FIRST ADDITION 1033 CLAYTON PL GREEN BAY, WI 54302-2323

LOT 44

CLEVELAND ST

HICKORY HILL TO SIXTH (4907)

2-834 1006 CLEVELAND ST 30.00'

30.00'

JOHN A & DIANE A PETERS PLANERT & SURPLICE ADD SUBD 1006 CLEVELAND ST OF LOT 42 OF CLA TANKS SUBD GREEN BAY, WI 54304-2406 OF PC 2 TO 9 LOT 1 BLK 2

COLUMBIA AV

KELLOGG TO ELMORE (4886)

5-303 408 COLUMBIA AV 20.00'

20.00'

TROY J ROBERTSON NORTHMOOR ADD LOT 6 BLK 5 408 COLUMBIA AV

GREEN BAY, WI 54303-2943

406 COLUMBIA AV 20.00' 5-304

20.00'

NORTHMOOR ADD LOT 7 BLK 5 SUSAN M ROGERS

406 COLUMBIA AV

GREEN BAY, WI 54303-2943

DESNOYERS ST

ETHEL TO BUCHANAN (4922)

18-980 1144 DESNOYERS ST 120.00'

90.00'

SUBD OF BLOCKS 7,8 & 9 THE 1144 DESNOYERS ST

GREEN BAY, WI 54303-4045 LOT 1 BLK 8

DESNOYERS ST

WINFORD AND BUCHANAN (4923)

| | | ======== |
|---|--|----------|
| 18-916 | 1147 DESNOYERS ST | 75.00' |
| 25.00' MELVIN KOBES 1147 DESNOYERS ST GREEN BAY, WI 54303-4072 | SUBD OF BLKS 4, 5 & 6 PLAT OF COLONIAL VILLAGE LOT 9 BLK 4 | |
| DESNOYERS ST ROYAL TO THRUSH (4924) | | |
| ====================================== | ====================================== | 14.00' |
| | PLAT OF MATHER HEIGHTS LOT 12 BLK 10 | |
| DOUSMAN ST ONEIDA TO PLATTEN (4914) | | |
| ====================================== | 1225 DOUSMAN ST | 20.00' |
| 10.00' SANDRA K BERRES 1225 DOUSMAN ST GREEN BAY, WI 54303-3032 | DOUSMANS & ELMORES 2ND ADD W 56 FT OF THE E 106 FT OF | |
| EIGHTH ST MEACHAM TO SPENCE (4895) | | |
| === 1-1640 48.00' | 1228 EIGHTH ST | 53.00' |
| ALICE C SCHWEIGERT 1228 EIGHTH ST GREEN BAY, WI 54304-2367 | MEACHAM SUBD LOT 15 BLK 2 | |
| ELIZA ST IRWIN TO BAIRD (4875) | | |
| ====================================== | 1317 ELIZA ST PLAT OF ASTOR LOT 23 BLK 134 | 35.00' |
| ELM ST NEWHALL TO ELIZABETH (4883) | | |
| ====================================== | 1551 ELM ST | 28.00' |

ALEJANDRO LOPEZ NEWBERRYS ADD SUBD #1 E 54 1551 ELM ST FT OF W 69.62 FT OF S 1/2

GREEN BAY, WI 54302-1803 OF LOT 93

FERN LN

WAYFARER TO ST BERNARD (4869)

21-2475-D-17 2038 FERN LN 35.00**'**

25.00'

CONRAD SERVI (LE) ST BERNARD HEIGHTS LOT 17

2038 FERN LN

GREEN BAY, WI 54302-4026

21-2475-D-18 2046 FERN LN 10.00'

10.00'

JEFFREY A & MARY M GRUSE ST BERNARD HEIGHTS LOT 18

2046 FERN LN

GREEN BAY, WI 54302-4026

21-2475-D-6 2047 FERN LN 21.50'

21.50'

DENNIS R & CHERYL TIMM ST BERNARD HEIGHTS LOT 6

2047 FERN LN

GREEN BAY, WI 54302-4025

21-2475-D-7 2041 FERN LN 46.00'

46.00'

EMILY A RUECKL ST BERNARD HEIGHTS LOT 7

2041 FERN LN

GREEN BAY, WI 54302-4025

FIFTEENTH AV

SCHOOL TO WESTERN (4906)

324 FIFTEENTH AV 10.00' 3 - 791

10.00'

RICHARD L LEURQUIN CADY & BURDONS ADDN LOT 6

3043 EVERGREEN AV BLK C

GREEN BAY, WI 54313-7225

FOURTEENTH AV

MASON TO THIRD (4901)

2-585 975 W MASON ST 110.00'

GREG A NESS 975 W MASON ST

TANKS 5TH ADDN ELY 102 FT OF LOT 3 & ELY 102.5 FT OF GREEN BAY, WI 54303-1765 LOT 4 & ELY 103 FT OF LOT 5

EX J24087-44 BLK 70

HAROLD ST

HENRY TO NEWTOLS (4884)

1832 HAROLD ST 30.00' 21-2173-2-3 25.00' JEANNE H MILLER NEWBERRYS ADDN SUBD #1 W 53 1832 HAROLD ST FT OF E 159 FT OF S 121 FT GREEN BAY, WI 54302-3031 OF N 428 FT OF LOT 13 HEYRMAN ST CHICAGO TO KIMBALL (4870) ______ 21-1443-30 455 HEYRMAN ST 15.00' 10.00' MARIA RAMIREZ DUARTE BOERSCHINGERS PLAT LOT 9 BL & BRENDA R DUARTE к 3 455 HEYRMAN ST GREEN BAY, WI 54302 463 HEYRMAN ST 30.00' 21-1443-31 20.00' MICHAEL J & VICKI A BOERSCHINGERS PLAT LOT 10 B WARDEN LK 3 463 HEYRMAN ST GREEN BAY, WI 54302-2861 IRVINGTON ST MASON TO SIXTH (4929) ______ 716 IRVINGTON ST 6-405 32.20' SONG X VUE ASSESSORS PLAT #1 LOT 24 716 IRVINGTON ST GREEN BAY, WI 54304-2103 1304-1306 LA COUNT RD 21.00' 6H-2754 21.00' MICHAEL R & KIMBERLY A THE DUNES LOT 44 ZEGERS 4280 RIVER FOREST CI PULASKI, WI 54162-9795 IRWIN AV S CHICAGO TO E MASON (4876) ______ 521 S IRWIN AV 40.00' 17-420 40.00' LORRAINE M POPLASKI PLAT OF ASTOR S 1/4 OF LOTS 12 & 13 BLK 130 1281 EMILIE ST GREEN BAY, WI 54301

===

KELLOGG ST

ROYAL TO PARK (4912)

1294 KELLOGG ST 40.00' 5-1678

30.00'

WALTER A & BETSY A RITKE THOMAS WILSON SUBD LOT 7 & 1294 KELLOGG ST

GREEN BAY, WI 54303-3130

E 19 FT 4 IN OF LOT 6 BLK 1

KENWOOD ST

ONEIDA TO SPENCE (4896)

1-1423-B-2-A

1167 KENWOOD ST

170.00'

65.00'

SAINT MARK EVANGELICAL CHURCH 1167 KENWOOD ST

GREEN BAY, WI 54304-3842

TANKS SUB OF PC 12 & N 1/2 OF 13 THAT PRT OF LOT 14 AS DES IN VOL 353 D 333 BCR

LANGLADE AV

FISK TO ST AGNES (4933)

6-1069 1523 LANGLADE AV 40.00'

10.00'

JACK D & CAROL A SCHMITT PLAT #6 W 59 FT OF STROMBECK 1523 LANGLADE AV

GREEN BAY, WI 54304-3022

LOT 6 & E 21 FT OF LOT 5

BLK 3

N LOCUST ST

THOMAS TO VELP (4934)

6-1729

1202 N LOCUST ST 120.00'

20.00'

ERIC DENOBLE

1202 N LOCUST ST

GREEN BAY, WI 54303-4306

LAVERNE PLAT LOT 4

MASON ST E

BELLEVUE TO GEORGE (4879)

21-1908-1

1615 E MASON ST

70.00'

50.00'

GREEN BAY, WI 54302-2719 OF LOT 9 BLK 1

STEPHANIE F JAEGER GUESNIERS ADDN S 85 FT OF L 1615 E MASON ST OT 10 & S 85 FT OF E 3 FT

MATHER ST

MARSHALL TO LARK (4911)

18-413-A 1252 MATHER ST 10.00'

10.00'

BRA THAO YANG VAN DYCKES CO'S ADDN W 1/2 1252 MATHER ST OF LOTS 9 & 10 BLK 20

GREEN BAY, WI 54303-4178

MONROE AV S

EMILIE AND GRIGNON (4873)

16-104 1133 S MONROE AV 36.00'

6.00'

JOHN & AMY HURCKMAN PLAT OF ASTOR LOT 11 BLK 72

1133 S MONROE AV

GREEN BAY, WI 54301-3207

NANCY AV

DAVID TO CONOVER (4919)

6-2393 1795-1797 NANCY AV 63.10'

63.10'

WEST PARK SUBDIVISION LOT BERKERR FAMILY LP

9257 DUDZIK RD 33

KRAKOW, WI 54137-9713

6-2559 1807-1811 NANCY AV 67.90'

46.60'

WEST PARK SUBD 1ST ADD LOT BERKERR FAMILY LP

9257 DUDZIK RD 133

KRAKOW, WI 54137-9713

NICOLET AV

HICKORY HILL TO EIGHTH (4889)

1120 NICOLET AV 1-1515 30.00'

20.00'

RICHARD C & JULIE R MARQUETTE PARK LOT 25 BLK 4

BOGNER JR

1120 NICOLET AV

GREEN BAY, WI 54304-2423

NORWOOD AV S

VICTORY TO LOMBARDI (4897)

===

1806 S NORWOOD AV 1-1178 50.00'

BRIAN C FETZER HIGHLAND PARK ADDN LOT 106

754 AMBERWOOD DR

AUBURN HILLS, MI 48326-1134

1 - 11791810 S NORWOOD AV 60.00'

JOSEPH P CLUMPNER HIGHLAND PARK ADDN LOT 107

1810 S NORWOOD AV & N1/2 OF LOT 108

GREEN BAY, WI 54304-3710

NORWOOD AV S

| 2-415 00' | 600 S NORWOOD AV | 15.00' |
|--|---|--------|
| ALVIN J & WENDY J TREPANIER 1895 LAKEVIEW DR GREEN BAY, WI 54313-8842 | TANKS 5TH ADD LOT 5 BLK 56 | |
| AK GROVE AV | | |
| == 21-2398 | 218 OAK GROVE AV | 20.00' |
| BETTY ZIMONICK 218 OAK GROVE AV GREEN BAY, WI 54302-2812 | OAK GROVE SCHOOL RESERVE LOT 36 | |
| AKLAND AV S LINTON TO W MASON (4899) | | |
| 2-323 TJV INVESTMENTS I LLC PO BOX 11932 GREEN BAY, WI 54307 | 602 S OAKLAND AV TANKS 3RD ADD LOT 6 BLK 39 | 70.00' |
| IEIDA ST N DUSMAN TO DIVISION (4913) | | |
| | 311 N ONEIDA ST | 29.00' |
| 311 N ONEIDA ST GREEN BAY, WI 54303-3040 | CENTENNIAL PARK SUBD OF LOT S 5-6-7-8-9-10 DOUSMAN & ELMORES 2ND ADD N 54.50 FT OF LOTS 1 & 2 & N 54.50 FT OF LOT 3 BLK 2 | |
| 5-872-A 5.00' | 315 N ONEIDA ST | 25.00' |
| KOHLBECK 315 N ONEIDA ST | CENTENNIAL PARK SUBD OF LOT S 5-6-7-8-9-10 DOUSMAN & ELMORES 2ND ADD LOTS 17 & 18 S 54 1/2 FT THEREOF BLK 2 | |

1-2149 20.00' 1804 S ONEIDA ST 103.00'

SAINT MARK EVANGELICAL THORNDALE SUB LOT 1 BLK 1 LUTHERAN CHURCH 1167 KENWOOD ST GREEN BAY, WI 54304-3842 1-2490 1726-1730 S ONEIDA ST 50.00' 25.00' SCHMITT PLAT #8 LOT 12 BLK JINTANG & XIHUA YU 1726 S ONEIDA ST GREEN BAY, WI 54304 PARK ST THOMAS TO SYRINGA (4909) ______ 18-1061 1228 PARK ST 20.00' 20.00' ROBERT F & MARY C CLARK PLAT OF MATHER HEIGHTS LOT 1228 PARK ST 4 & NLY 18.34 FT OF LOT 3 GREEN BAY, WI 54303-4228 BLK 4 PARK ST DESNOYERS TO RICHARDSON (4917) _____ 18-1179 1036 PARK ST 35.00' 35.00' PLAT OF MATHER HEIGHTS N HOLLY M GRONSETH 1/2 LOTS 1 & 2 BLK 12 1036 PARK ST GREEN BAY, WI 54303-4226 PLATTEN ST N REED TO OREGON (4915) ______ 6-108-B 211 N PLATTEN ST 26.50**'** 26.50' WALTER D & MICHELLE M DOUSMAN & ELMORES 2ND ADD E MANES 1/2 OF THE N 80 FT OF THE S 182 FT OF LOT 42 211 N PLATTEN ST GREEN BAY, WI 54303-3135 QUINCY ST S CASS TO E MASON (4871) ______ 14-552 645 S QUINCY ST 115.00' 70.00' MICHAEL J & DENISE A PLAT OF ASTOR LOT 9 BLK 45 LAPACZ

ROOSEVELT ST S LAWE TO IRWIN (4874)

645 S QUINCY ST

GREEN BAY, WI 54301-3624

| === 17-351 10.00' LILA J THOMSON 801 S ROOSEVELT ST GREEN BAY, WI 54301-3406 | 801 S ROOSEVELT ST PLAT OF ASTOR N 60 FT OF LO T 14 BLK 118 | 15.00' |
|--|---|--------|
| ROY AV BOND TO ELMORE (4935) | | |
| ==== 5-786 55.00' MICHAEL & SHARON SECORA 2686 VALENTINE RD ABRAMS, WI 54101 | 521 ROY AV | 75.00' |
| SHADOW LN GROSS TO ONEIDA (4892) | | |
| 1-2630 35.00' NANCY A ROBAIDEK 1098 SHADOW LN GREEN BAY, WI 54304-3940 | | 35.00' |
| SHADOW LN SPENCE TO FRANK (4894) | | |
| === 1-2215 25.00' | 1239 SHADOW LN DENEYS SUB #4 LOT 7 BLK 1 | 30.00' |
| SHIRLEY ST NEUFELD TO ERNST (4890) | | |
| === 6-157-A-1 15.00' SCOTT S PRIBYL 1342 SHIRLEY ST | 1342 SHIRLEY ST TANKS SUBD OF PRIVATE CLAIM S 2 TO 9W THAT PRT OF LOT 27 AS DES IN 334 D 192 BCR | 20.00' |
| SPENCE ST LIBERTY TO RALEIGH (4888) | ======================================= | |
| === 1-2447 30.00' | 1702 SPENCE ST | 55.00' |

SISTERS OF ST FRANCIS OF SCHMITT PLAT #8 LOT 7 & E THE HOLY CROSS

23.5 FT OF LOT 6 BLK 2

3110 NICOLET DR GREEN BAY, WI 54311-7212

ST AGNES DR

LIBERTY TO LOCUST (4926)

1819 ST AGNES DR

30.50'

ROBERT A & KAREN L LYSTE ROSEWOOD SUBD LOT 9

1819 ST AGNES DR

GREEN BAY, WI 54304-3033

6-2764 1821 ST AGNES DR 15.00'

15.00'

MICHAEL G & MARY A ROSEWOOD SUBD LOT 10

STIEGLER

1821 ST AGNES DR

GREEN BAY, WI 54304-3033

STONY BROOK LN

SPRUCE TO BIRCH (4928)

6-791 807 STONY BROOK LN 40.00'

35.00'

RICHARD & SHARON TOTH MEACHAMS BIRCH VALLEY ADDN

807 STONY BROOK LN LOT 8

GREEN BAY, WI 54304-2127

STUART ST

ROOSEVELT TO IRWIN (4878)

1299 STUART ST 14-1358 25.00'

25.00'

MILDRED KRAFT PLAT OF ASTOR S 130 FT OF

LOT 15 BLK 124 1299 STUART ST

GREEN BAY, WI 54301-4312

THIRTEENTH AV

LIBERTY TO VICTORY (4898)

1744 THIRTEENTH AV 1-1308 90.00'

30.00'

KATHLEEN M LA LUZERNE HIGHLAND PARK ADDN S 65.4 1744 THIRTEENTH AV FT OF E1/3 OF LOT 226 EX

GREEN BAY, WI 54304-3717 ELY 22.72 FT THEREOF

THIRTEENTH AV

THIRD TO FIFTH (4905)

| 2-560 804 THIRTEENTH AV 30.00' 30.00' TROY C LACOUNT TANKS 5TH ADD LOT 10 BLK 68 804 THIRTEENTH AV GREEN BAY, WI 54304-2522 2-561 802 THIRTEENTH AV 5.00' |
|---|
| 30.00' TROY C LACOUNT TANKS 5TH ADD LOT 10 BLK 68 804 THIRTEENTH AV GREEN BAY, WI 54304-2522 |
| TROY C LACOUNT TANKS 5TH ADD LOT 10 BLK 68 804 THIRTEENTH AV GREEN BAY, WI 54304-2522 |
| GREEN BAY, WI 54304-2522 |
| · |
| |
| 5.00' |
| DANIEL J HEINZ TANKS 5TH ADD LOT 11 BLK 68 802 THIRTEENTH AV |
| GREEN BAY, WI 54304-2522 |
| |
| THIRTEENTH AV W MASON TO THIRD (4937) |
| |
| 2-528 709 THIRTEENTH AV 10.00' |
| 10.00' DALE/CINDY/COREY TIELENS TANKS 5TH ADD LOT 8 BLK 66 |
| 2312 CEDAR SPRING CT |
| GREEN BAY, WI 54313-7764 |
| THORNDALE ST |
| ONEIDA TO SPENCE (4893) |
| === |
| 1-2150 THORNDALE ST 26.00' |
| 16.00' SAINT MARK EVANGELICAL THORNDALE SUB LOT 2 BLK 1 |
| LUTHERAN CHURCH |
| 1167 KENWOOD ST GREEN BAY, WI 54304-3842 |
| 1-2151 1170 THORNDALE ST 27.00' |
| 17.00' SAINT MARK EVANGELICAL THORNDALE SUB LOT 3 BLK 1 |
| LUTHERAN CHURCH |
| 1167 KENWOOD ST |
| GREEN BAY, WI 54304-3842 1-2152 1176 THORNDALE ST 25.00' |
| 20.00' |
| SAINT MARK EVANGELICAL THORNDALE SUBD LOT 4 BLK 1 LUTHERAN CHURCH |
| 1167 KENWOOD ST |
| GREEN BAY, WI 54304-3842 |
| TWELFTH AV |
| SEVENTH TO NINTH (4900) |
| === |
| 1-662-B 1163 TWELFTH AV 27.30' |
| 27.30' THOMAS F & BARBARA A WEST SIDE HILL SLY 50 FT OF |

W1/2 OF LOT 14 & N 34 FT OF

STASZAK

1163 TWELFTH AV W1/2 OF LOT 15 GREEN BAY, WI 54304-2672

UNIVERSITY AV HUMBOLDT RD TO 450' E OF ST ANTHONY DR (4938)

| 21-1234-1 | 2645 UNIVERSITY AV | 203.45' |
|---|--|---------|
| r futures LLC | THAT PRT GOVT LOT 1 SEC 33 | |
| C/O TOONEN COMPANIES INC | T24N R21E DESC IN J12722-40 | |
| 2830 CURRY CT STE 4 | | |
| GREEN BAY, WI 54311-4877 | | |
| 21-1234-1-1 | 2657 UNIVERSITY AV | 196.60' |
| JBR LLC | PRT GOVT LOT 1 S33 T24N R21 | |
| L100 ST CHARLES DR | E COM SE COR PC 44E N 26 | |
| GREEN BAY, WI 54311-5836 | DEG E 755.4 FT TO BEG N 26 | |
| | DEG E 16 FT S 55 DEG 16 MIN 43 SEC E 395.56 FT S 35 DEG | |
| | 18 MIN E 199.77 FT S 62 | |
| | DEG 47 MIN W 201.78 FT N 30 | |
| | DEG 03 MIN W 537.75 FT TO | |
| | BEG | |
| 21-1234-2 | UNIVERSITY AV | 276.49' |
| | PRT GOVT LOT 1 S33 T24N R21 | |
| 2830 CURRY CT STE 4 | E COM SELY COR PC 44E NELY | |
| GREEN BAY, WI 54311-4877 | ALG E LINE 512 FT S 29 DEG | |
| | 56 MIN 27 SEC E 391.49FT TO | |
| | CL HWY SWLY ALG HWY 424 FT NLY TO BEG EX 301 D 365 BCR | |
| 21-1234-2-1 | 2635 UNIVERSITY AV | 149.49' |
| | PRT GOVT LOT 1 S33 T24N R21 | 140.40 |
| | E COM SE COR PC 44E S 29 | |
| GREEN BAY, WI 54311 | DEG 56 MIN 27 SEC E 85.03 F | |
| | T TO CL HWY N 62 DEG 47 MIN | |
| | E 274 FT TO BEG N 62 DEG 47 | |
| | MIN E 150 FT N 29 DEG 56 | |
| | MIN 27 SEC W 165 FT S 62 DE | |
| | G 47 MIN W 150 FT S 29 DEG 56 MIN 27 SEC E 165 FT TO B | |
| | EG EXC HWY | |
| 21-280-1 | 2735 UNIVERSITY AV | 850.06' |
| | PART OF SW1/4 SEC 27 & PART | |
| 2476 DANDY LION CT | SE1/4 SEC 28 & PRT NW1/4 | |
| GREEN BAY, WI 54313-4129 | NW1/4 SEC 34 ALL IN T24N | |
| | R21E & PART OF PC 45 ESFR | |
| | DESC IN 75J274-32 & PART OF | |
| 01 400 0 | PC46 ESFR DESC IN J25686-20 | 200 20: |
| 21-429-2 | 2809 UNIVERSITY AV | 329.80' |
| GREEN BAY SENIOR APARTMENTS UNIVERSITY LL | PRT PC 46 E & SW 1/4 SW 1/4 | |
| PARTMENTS UNIVERSITY LL 2 E MIFFLIN ST STE 801 | S27 T24N R21E COM INSECTN S LINE PC 46E & W LINE HWY | |
| MADISON, WI 53703-4270 | 57 NLY ALG HWY 169.8 FT N | |
| | 64 DEG W 548.5 FT S 26 DEG | |

30 SEC E 481.06 FT TO W LIN E HWY NLY 160 FT TO BEG

2.88A

CLAGB LLC 2830 CURRY CT STE 4

2585-2615 UNIVERSITY AV 448.00' PARCELS 1 & 5 DESC IN 2553103 BNG PRT OF PC 44 GREEN BAY, WI 54311-4877 ESFR & PRT OF GOVT LOTS 1 & 2 SEC 33 T24N R21E

VAN BUREN ST N

CHERRY TO PINE (4887)

21-8103

10 - 41701 PINE ST GREEN BAY, WI 54301-4928 LOT 503

219 N VAN BUREN ST ROBERT J DETRIE JR NAVARINO PLAT S 40 FT OF LO T 502 & S 40 FT OF E 1/2 OF

5.00'

WEST PLAIN DR

PARKLAND TO NANCY (4925)

6-2264 318 WESTPLAIN DR 35.00'

30.00'

318 WESTPLAIN DR

JAMES H & LYNN K DUTCHER WEST PARKLAND SUBD 1ST ADDN LOT 41

GREEN BAY, WI 54303-3352

WILSON AV

THOMAS TO VELP (4910)

1205-1207 WILSON AV 25.00' 18-165

15.00'

915 ELMORE ST

TYLER VAN DEN BUSCH VAN DYCKES CO'S ADDN LOT 13

BLK 3

GREEN BAY, WI 54303-3666

WILSON AV

MATHER TO MINAHAN (4921)

18-399 719 WILSON AV 10.00'

10.00'

DANIEL B & JULIE A ROSINSKY 719 WILSON AV

VAN DYCKES CO'S ADDN LOT 6

BLK 19

GREEN BAY, WI 54303-4105

WILSON AV

RICHARDSON TO DESNOYERS (4936)

20.00'

RANDALL B & JUDITH J KORTH 1027 WILSON AV GREEN BAY, WI 54303-4204

RANDALL B & JUDITH J VAN DYCKES CO'S ADDN LOT 4 KORTH BLK 11

Adopted June 18, 2013

Approved June 19, 2013

James J. Schmitt MAYOR

ATTEST:

Kris A. Teske CITY CLERK

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the resolution. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

ORDINANCES - FIRST READING

GENERAL ORDINANCE NO. 12-13

AN ORDINANCE REPEALING SECTIONS 6.17, 6.175, 6.18, 6.19, 6.23, 6.24, 6.25, 6.26, and 6.29, GREEN BAY MUNICIPAL CODE RELATING TO LICENSES AND PERMITS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 6.17, Retail Food Licensing, Green Bay Municipal Code, is hereby repealed.

- **SECTION 2.** Section 6.175, Vending of Food, Green Bay Municipal Code, is hereby repealed.
- **SECTION 3.** Section 6.18, Restaurant Licensing, Green Bay Municipal Code, is hereby repealed.
- **SECTION 4.** Section 6.19, Bakery and Confectionery Licensing, Green Bay Municipal Code, is hereby repealed.
- **SECTION 5.** Section 6.23, Public Swimming Pool Licensing, Green Bay Municipal Code, is hereby repealed.
- **SECTION 6.** Section 6.24, Milk Distribution and Sale, Green Bay Municipal Code, is hereby repealed.
- **SECTION 7.** Section 6.25, Bed and Breakfast Establishments, Green Bay Municipal Code, is hereby repealed.
- **SECTION 8.** Section 6.26, Regulation of Massage Establishments, Massage Technicians, and Employees, Green Bay Municipal Code, is hereby repealed.
- **SECTION 9.** Section 6.29, Tattoo Establishments, Green Bay Municipal Code, is hereby repealed.
- **SECTION 10.** All ordinances or parts of ordinances, in conflict herewith are hereby repealed.
- **SECTION 11.** This ordinance shall take effect on and after its passage and publication.

| Dated at Green Bay, Wisconsin this _ 2013. | day of, |
|--|-----------|
| | APPROVED: |
| | Mayor |
| ATTEST: | |

Clerk

6.17 **RETAIL FOOD LICENSING**. (Rep. and Rec. GO 70-92)

- (1) No person shall carry on the business of a retail food store, as defined in Ch. Ag 32, Wis. Admin. Code, without obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty fee of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.
- (2) STATE ADMINISTRATIVE CODE ADOPTED. Notwithstanding the provisions of subsection (3) of this section, the licensee must comply with and remain in compliance with, and remain in compliance with, the provisions of Ch. Ag 32, Wis. Admin. Code, and Ch. 97, Wis. Stats., in order to be licensed. Violation of any provision of this section, or any provision of the Wisconsin Administrative Code or State Statutes is punishable under §6.30, Green Bay Municipal Code, and such violation may be grounds for suspension of the license.
- (3) In addition to the provisions of subsection (2) of this ordinance, the following regulations shall apply to all retail food establishments:
- (a) In addition to the provisions of §AG 32.01(11), Wis. Admin. Code, a maximum temperature of 40°F shall be required for all refrigerated foods.
- (b) For purposes of this section, food shall mean articles used for food or drink and articles used for components of food or drink for humans or intended for consumption by humans. However, food shall not include specialized dietary items, soda, water, liquor, beer, prepackaged candy, chewing gum, nuts, and related items.
- (c) For purposes of this provision, retail food establishment means any fixed or mobile establishment at which food is processed, prepared, or stored and sold or offered for sale at retail. However, the term will not include stalls or vehicles selling food under proper permit for Citysponsored farmers' markets, churches, schools, religions, fraternal youth, service, or civic organizations, or groups which occasionally sell food for fund-raising projects.
- 6.175 <u>VENDING OF FOOD</u>. (Cr. GO 70-92) No person shall conduct a food vending business, as defined in Ch. HSS 198, Wis. Admin. Code, without obtaining a license therefor from the State of Wisconsin. Violation of any provision of the Wisconsin Administrative Code adopted herein is punishable under §6.30, Green Bay Municipal Code, and such violation may be grounds for suspension or revocation of the license.
- 6.18 **RESTAURANT LICENSING**. (Rep. & Rec. GO 70-92) (1) No person shall conduct a restaurant business, as defined in Ch. 11, Green Bay Municipal Code, or Ch. HSS 198, Wis. Admin. Code, without obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty fee of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.
- (2) STATE ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and maintain the premises in compliance with the provisions of Ch. HSS 196, Wis. Admin. Code. Violation of any provision of Ch. 11, Green Bay Municipal Code, or of an applicable provision of the Wisconsin Administrative Code, adopted herein, is punishable under §6.30, Green Bay Municipal Code; and such violation may be grounds for suspension or revocation of the license.

6.19 **BAKERY AND CONFECTIONERY LICENSING**. (Rep. & Rec. GO 70-92)

- (1) No person shall operate a bakery, as defined at §97.30, Wis. Stats., or a confectionery, as defined at §97.30, Wis. Stats., without first obtaining and maintaining a license therefor in compliance with this section. Said license shall expire on June 30 annually. A penalty of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.
- (2) STATE ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and, to hold such license, shall maintain the premises in compliance with §94.40, Wis. Stats., and the provisions of Ch. Ag 32, Wis. Admin. Code.
- (3) SAFE TEMPERATURE FOOD. In addition to the Wisconsin Administrative Code, safe temperature as applied to refrigerated food means temperatures of 40°F, and in regard to hot food 150°F.
- (4) PENALTIES. (Cr. GO 23-85) Violation of any provision of this section, or any Wisconsin Administrative Code provision, or State Statute referred hereunder is punishable under §6.30, Green Bay Municipal Code, and such violation may be grounds for the suspension or revocation of a license.

6.23 **PUBLIC SWIMMING POOL LICENSING**. (Rep. & Rec. GO 70-92)

- (1) No person shall own, operate, or manage a man-made pool as defined by Ch. HSS 172, Wis. Admin. Code, without obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty fee of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.
- (2) STATE ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and maintain the premises in compliance with Ch. HSS 171 and Ch. HSS 172, Wis. Admin. Code. Violation of any provision of the Wisconsin Administrative Code adopted herein is punishable under §6.30, Green Bay Municipal Code; and such violation may be grounds for suspension or revocation of the license.
- (3) (Am. GO 23-85) This provision shall not apply to pools owned, leased, or operated by the City of Green Bay or the Green Bay School District.

6.24 MILK DISTRIBUTION AND SALE.

- (1) DEFINITIONS. The following definitions shall apply in the interpretation and enforcement of this section.
 - (a) Milk or Grade A milk means milk as defined in §97.24(1)(a), Wis. Stats.
- (b) Milk products or Grade A milk products means milk products as defined in §97.24(1)(b), Wis. Stats.
- (c) <u>Milk distributor</u> means any person or firm who distributes and sells milk or milk products, except the term shall not include the sale of milk or milk products at retail only at a restaurant, store, or other fixed location.

- (d) <u>Health Commissioner</u> means the Health Commissioner of the City of Green Bay or his authorized representatives.
- (2) EXAMINATION OF MILK AND MILK PRODUCTS. Samples of milk products may be taken and examined by the Health Commissioner. Bacterial plate counts, coliform determination, phosphatase tests, antibiotic tests, abnormal milk screening tests, and other laboratory tests shall conform to the procedures in the latest edition of "Standard Method for the Examination of Dairy Products" recommended by the American Public Health association. Examination may include such other chemical and physical determinations as the Health Commissioner deems necessary for the detection of adulteration.
- (3) STATE LAW AND ADMINISTRATIVE CODE ADOPTED. The labeling and sale of Grade A milk and milk products shall comply with the provision of Chapter 97, Wis. Stats., and Chapter AG 80, Wis. Admin. Code, except that the temperature requirements of §6.17(3)(a), Green Bay Municipal Code, shall apply.

6.25 **BED AND BREAKFAST ESTABLISHMENTS**. Rep. and Rec. GO 70-92)

- (1) LICENSING. No person shall operate a bed and breakfast establishment as defined in Ch. 197, Wis. Admin. Code, without first obtaining a license therefor from the City Clerk. Said license shall expire on June 30 annually. A penalty of \$25 shall apply to renewal applications postmarked after June 30. Operation in any fiscal year requires a license.
- (2) WISCONSIN ADMINISTRATIVE CODE ADOPTED. To obtain a license under this section, the licensee shall comply with and maintain the premises in compliance with the provisions of Ch. HSS 197, Wis. Admin. Code. Violation of any provision of the Wisconsin Administrative Code adopted herein is punishable under §6.30, Green Bay Municipal Code; and such violation may be grounds for suspension or revocation of the license.

6.26 <u>REGULATION OF MASSAGE ESTABLISHMENTS, MASSAGE THERAPISTS, AND EMPLOYEES</u>. (Amd. GO 79-93)

- (1) LICENSE REQUIRED. It shall be unlawful for any person, corporation, or other legal entity to suffer, cause, or permit the operation of a massage establishment or for a person to operate as a massage therapist, agent, manager, or employee, except in strict compliance with this section.
 - (2) DEFINITIONS. For the purpose of this section:
- (a) <u>Massage</u> means any process or procedure consisting of rubbing, stroking, kneading, or tapping, by physical or mechanical means, upon the external parts or tissues of the body of another for consideration.
- (b) <u>Sexual or Genital Parts</u> shall include the genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.
- (c) <u>Massage Establishment</u> means a place of business wherein private massage is practiced, used, or made available.

- (d) <u>Massage Therapist</u> means a person who practices, administers, or uses or offers to practice, administer, or use massage for consideration.
- (e) <u>Patron</u> means any person who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give any consideration therefor.
- (f) Operator means any person, association, firm, partnership, or corporation licensed by the City to operate a massage establishment.
- (g) <u>Manager</u> means the operator of an agent licensed under this section who shall not be licensed as a massage therapist.
- (h) <u>Professional Massage Association</u> means a nationally or internationally recognized association which provides for its members examinations, continuing education programs, and certification.
 - (i) (Amd. GO 81-93) <u>Committee</u> shall mean the Protection and Welfare Committee.
 - (3) MASSAGE ESTABLISHMENT LICENSE.
- (a) No person, corporation, or other legal entity shall suffer, cause, or permit the conduct of a massage establishment without having first obtained a license therefor from the Common Council. A separate license shall be acquired for each such establishment.
- (b) Applications shall be made in writing on forms supplied by the City Clerk. If application is made for a location not previously licensed, the City Clerk shall, by regular mail, notify all property owners and registered electors within 200 feet of the proposed location at least 10 days before the hearing on the granting of such license.
 - (c) All applications shall include:
 - 1. A nonrefundable fee of \$100;
 - 2. The location and mailing address of the proposed establishment;
- 3. For an individual or for each person of the partnership or joint venture or agent of a corporation:
 - a. Name and present address;
 - b. The two immediately previous addresses and dates of residence at each;
- c. Height, weight, color of hair and eyes, Social Security number, written proof of age, full set of fingerprints, and two photographs not less than 30 days old and at least 2" x 2";
- d. The business or occupation for the two years immediately preceding the date of application;
- e. Whether a similar license had been revoked or suspended; and if so, the reason therefore and the location thereof;

- f. Whether convicted of any crime or ordinance violation other than traffic offenses within the past three years; and if so, a listing of the same and location thereof;
- 4. If the applicant is a corporation, the names and addresses of each officer and director and of the stockholders of such corporation, together with the extent of the ownership of each, and a statement whether such officer, director, or stockholder holds office or stock in any other corporation conducting a similar business in the State of Wisconsin. Such application shall be made by an agent registered as such who shall have been a resident of the City of Green Bay for at least 90 days:
 - 5. All phone numbers of the proposed establishment:
- 6. The names, address, and phone numbers of all persons employed by the applicant at the proposed establishment at the time of application;
- 7. Certification of compliance of the proposed premises with the Building Code and Fire Code; or in the alternative, applicant shall file a bond assuring that any work required to be done to bring the premises into compliance therewith shall be accomplished prior to the opening of business. Compliance with such codes shall be conditions precedent to the opening of business;
- 8. The application shall contain a statement signed by the applicant and each individual of a partnership or joint venture that all information contained therein is true and correct.
 - (d) In determining whether to license an applicant, the City may consider:
- 1. Location of the proposed establishment considering the proximity to hospitals, clinics, residences, hotels, and taverns;
 - 2. Subject to Ch. 111, Wis. Stats.:
 - a. The arrest and conviction record of the applicant or any employees and therapists;
 - b. The license history of the applicant or any proposed employees or therapists;
 - 3. The condition of the structure to be used;
- 4. Any other concern reasonably related to the regulation of massage establishments and the public health, safety, or welfare.
 - (4) MASSAGE THERAPIST'S LICENSE.
- (a) No person shall act or operate for a consideration as a massage therapist or manager without having first obtained a massage therapist's license.
- (b) Applications for therapist's license shall be in writing on forms supplied by the City Clerk and shall include:
- 1. A nonrefundable fee of \$50. This fee is waived where a person possessing a massage establishment license under (3) applies for a massage therapist's license;

- 2. (Amd. GO 79-93) Applicant's full name and present address, Social Security number, written proof of age in excess of 18 years, height, weight, color of hair and eyes;
 - 3. Applicant's two previous addresses and dates of residence at each;
- 4. The applicant's business, occupation, or employment during the two years immediately preceding date of application;
- 5. Whether the applicant has had a similar permit revoked or suspended; and if so, the reason therefore and the location thereof;
- 6. Whether the applicant has been convicted of any crime or ordinance violation other than traffic offenses within the past three years; and if so, a listing of the same and the location thereof;
- 7. The name and address of the licensed massage establishment by which the applicant is employed;
 - 8. A statement whether the applicant intends to give off-premise massages;
- 9. A statement signed by the applicant that all information contained therein is true and correct;
- 10. A statement of all education in the area of massage therapy and any professional association membership.
 - (5) GRANTING OF LICENSES.
 - (a) Massage Therapist Licenses.
- 1. (Amd. GO 81-93) Massage therapist license applications and requests for renewal, upon completion and filing with the City Clerk, shall be forwarded to the Protection and Welfare Committee for approval or denial.
- 2. (Rep. & Rec. GO 79-93 and Amd. GO 81-93) In determining whether an applicant is qualified under this subsection, the Committee shall require all applicants to fulfill one of the following requirements:
- a. Graduation from an accredited school of massage therapy or other massage therapy training program which requires the successful completion of a program of at least 500 hours of supervised instruction; or
- b. Current professional class membership in a recognized national professional society whose policy-making officials are elected by the professional class membership and whose members are pledged to a code of education; or
- c. Current certification by the National Certification Board of Therapeutic Massage and Bodywork, or its successors, the American Massage Therapy Association, the International Myomassethics Federation/ Wisconsin Association of Myomassology, or any other professional association recognized by the Committee, or otherwise is deemed qualified by the Committee.

- 3. (Amd. GO 81-93) The Committee shall consider the granting of such license and shall specifically consider if the licensee complies with all qualifications and other considerations specified in this ordinance, if the information required on the applicant is complete, if the applicant has knowingly or with the intent to deceive made any false, misleading, or fraudulent statements of facts in the application or any other document filed with the City in conjunction therewith, or if for any other reason in pursuance of the interests of protecting the welfare and safety of the City of Green Bay, the license should not be granted and shall make a recommendation to the Common Council to either grant or deny such license. If the Protection and Welfare Committee wishes, it may conduct a formal evidentiary hearing to clarify any question raised concerning any qualification or other consideration listed above before making any recommendation to the Common Council.
- (b) Massage Establishment Licenses. Massage establishment license applications and requests for renewal shall be placed on the agenda of the Protection and Welfare Committee upon completion and filing of such application with the City Clerk. The Committee shall consider the granting of such license and shall specifically consider if the licensee complies with all qualifications and other considerations specified in this ordinance, if the information required on the application is complete, if the applicant has knowingly or with the intent to deceive made any false, misleading, or fraudulent statements of facts in the application or any other document filed with the City in conjunction therewith, or if for any other reason in pursuance of the interests of protecting the welfare and safety of the City of Green Bay, the license should not be granted and shall make a recommendation to the Common Council to either grant or deny such license. If the Protection and Welfare Committee wishes, it may conduct a formal evidentiary hearing to clarify any question raised concerning any qualification or other consideration listed above before making any recommendation to the Common Council.
- (c) The Common Council shall act on the Committee recommendation within 30 days. The Common Council may confirm the recommendation of the Committee, refer the matter back to Committee for further investigation, modify the Committee's recommendation, or overturn it.
- (d) In the event of denial, the applicant shall receive written notification thereof setting forth the reasons for the denial within 10 days after such denial.
- (e) Licenses granted by the Council shall expire one year from the date of granting. Reapplication therefor shall be not less than 60 days prior to such expiration date and shall be the sole responsibility of the applicant.
- (f) No license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors.
 - (6) REGULATIONS OF OPERATIONS AND LICENSES.
- (a) Each establishment shall at all times maintain and comply with the following regulations:
 - 1. General Regulations:
 - a. The establishment shall comply with all City Codes;

- b. Only one nonflashing business sign clearly identifying the establishment as a massage establishment shall be posted at the main entrance. No description of services shall be permitted on such signs;
- c. No establishment shall be open for business between the hours of 10:00 P.M. and 8:00 A.M.;
- d. Only massage therapists licensed pursuant to this section shall be employed as massage therapists by the establishment;
- e. No intoxicating beverages or substances included in Sub. II of Ch. 161, Wis. Stats., shall be permitted in the licensed establishment. Food shall be permitted only when there is no charge therefor and when a food preparation area, including sink with hot and cold running water, is a part of the establishment:
- f. The establishment shall provide a waiting area for patrons separate from any area wherein massages are given. There shall be direct access to this area from the main entrance or from the hallway connected only to the main entrance;
- g. The operator or a licensed manager shall be present on the premises at all times during hours of operation and shall be responsible for the operation of the establishment;
- h. The establishment shall permit inspections of the premises at any time during business hours by building inspectors, fire inspectors, health inspectors, or personnel of any law enforcement agency;
- i. The establishment shall keep current records of the names and addresses of its massage therapists, agents, managers, and employees and the date of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in subparagraph h. above;
- j. The establishment shall report any change of fact required on the application form and all personnel changes to the City Clerk within 10 days after such change;
- k. Towels, sheets, and linens of all types, and items for personal use of the operators and patrons shall be clean and freshly laundered. Towels, cloths, and sheets shall not be used for more than one person. Re-use of such linen is prohibited unless the same has first been laundered. Heavy white paper may be substituted for sheets provided that such paper is used once for each person, then discarded into a sanitary receptacle;
- I. While the establishment is open for business, all areas used for the purpose of massage are to be left open. Access to massage areas while such areas are being used are not to be blocked by locked doors under any circumstances. Lockers or other locked storage areas used only for the temporary storage of belongings of the patrons may be supplied by the establishment;
- m. No massage or treatment of any kind shall be give to any person under the age of 18 except under the express written consent of such minor's parent or adult spouse or guardian. Said consent form shall be retained by the massage establishment for a period of at least two years from the date of consent.

- 2. Registration. Registration log required. The establishment shall keep and maintain in a legible fashion, prior to permitting any massage, a log including the name of each customer, two forms of identification used to verify the name of the customer, the time and date of each massage, and the name of the masseuse who gave the massage.
- a. No licensee shall knowingly permit false registration or refuse or fail to require identification required by this section;
- b. (Amd. GO 81-93) The establishment shall permit any Police Department representative of the City to examine the log required by this section;
- c. The log required by this section shall be kept and maintained for a period of two years from the date of the recorded massage.
- 3. Display of License. Each establishment shall at all times display in a conspicuous place the license granted for that establishment.
 - (b) Each therapist shall at all times comply with the following regulations:
 - 1. No therapist shall administer a massage:
- a. If a therapist believes, knows, or should know that he or she is not free of any contagious or communicable disease or infection that has the potential to spread from one person to another through the contact with the skin;
- b. To any massage patron exhibiting any skin fungus, skin infection, skin inflammation, or skin eruption.
- 2. The therapist shall report any change of fact required in the application form to the City Clerk within 10 days after such change.
- 3. a. It shall be unlawful for any person in a massage establishment to place his or her hands upon, to touch with any part of his or her body, to fondle in any manner, or to massage a sexual or genital part of any other person;
- b. It shall be unlawful for any person in a massage establishment to expose his or her sexual or genital parts, or any portion thereof, to any other person. It shall also be unlawful for any person in a massage establishment to expose the sexual or genital parts, or any portion thereof, of any other person;
- c. It shall be unlawful for any person, while in the presence of any other person in a massage establishment, to fail to conceal with a fully opaque covering the sexual or genital parts of his or her body;
- d. It shall be unlawful for any person owning, operating, or managing a massage establishment knowingly to cause, allow, permit in or about such massage establishment any agent, employee, or any other person under his or her control or supervision to perform such acts prohibited in subparagraphs a, b, or c of this section;

e. It shall be unlawful for any person in a massage establishment, for a consideration, to offer to perform or to make available, permit, or in any way participate in the performance of any act prohibited in subparagraphs a, b, or c hereof.

(7) REVOCATION OR SUSPENSION OF LICENSE.

- (a) The license granted herein may be revoked or suspended for up to six months by the Common Council.
- 1. If the applicant has made or recorded any statement required by this section knowing it to be false or fraudulent or intentionally deceptive;
- 2. For the violation of any provision of this section, except for establishment license matters involving violations of City codes, in which the license shall be revoked after the second conviction thereof in any license year;
- 3. If a therapist's license, after one conviction of any offense under Ch. 944, Wis. Stats., or of an offense involving substances included in Sub. II of Ch. 161, Wis. Stats., or of any offense against the person or property of a patron, whether such occurred on or off the premises of the establishment.
- 4. If an establishment license, after one conviction of any establishment personnel of an offense under Ch. 944, Wis. Stats., or of an offense against the person or property of a patron or of an offense involving substance in Sub. II of Ch. 161, Wis. Stats., where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the applicant.
- (b) Notice and Hearing. No license shall be revoked or suspended by the Common Council except upon due notice and hearing to determine whether grounds for such action exist. Such hearing shall be held before the Protection and Welfare Committee. Notice of such hearing shall be in writing and shall state the grounds of the complaint against the licensee. The notice shall be served upon the licensee at least 15 days prior to the date of the hearing and shall state the time and place thereof. The licensee shall be entitled to be heard, to be represented by counsel, to cross-examine opposing witnesses, to present witnesses on his or her own behalf under subpoena by the Common Council if such is required, and the hearing may be stenographically recorded at the licensee's option and expense. At the conclusion of such hearing, the Protection and Welfare Committee shall submit a report to the Common Council including findings of fact and conclusions of law and a recommendation as to what, if any, action the Common Council should take with respect to the license. The Committee shall provide the complainant and licensee with a copy of the report. Either the complainant or licensee may file an objection to the report and have the opportunity to present arguments supporting the objection to the Common Council. The Common Council shall determine whether arguments shall be presented orally or in writing, or both. If the Common Council, after arguments presented by the complainant or the licensee, finds the complaint to be true, or if there is no objection to a report recommending suspension or revocation, the license shall be suspended or revoked as provided at sub. (a). The Common Council shall decide the matter and shall prepare a written decision which shall be filed with the City Clerk and a copy thereof delivered to the licensee and complainant within 20 days after its decision.
- (8) EXCEPTIONS. This section shall not apply to the following classes of individuals while engaged in the duties of their respective profession:

- (a) Physicians, surgeons, chiropractors, osteopaths, masseurs, or physical therapists licensed or registered to practice their respective professions under the laws of the State of Wisconsin, or nurses registered under the laws of the State of Wisconsin, acting under their direction and control.
- (b) Barbershops and beauty parlors, barbers and beauticians licensed under the laws of the State of Wisconsin, provided that such massage as is practiced is limited to the head and scalp.
- (c) Accredited high schools and colleges and coaches and trainers therein while acting within the scope of their employment.
- (9) OPERATION WITHOUT A LICENSE A PUBLIC NUISANCE. The operation of a massage establishment without a license or the activity of an individual as a massage therapist without a license is deemed a public nuisance and may be enjoined by the City.
- (10) PENALTY. Any person violating any provision of this section shall be subject to a forfeiture of not less than \$100 nor more than \$1,000. Each day of violation of operating without required licenses or permits and each violation of any provision hereof shall constitute a separate offense.
- (11) SEVERABILITY. The provisions of any part of this ordinance are severable. If any provision or subsection hereof or the application thereof to any person or circumstance is held invalid, the other provisions, subsections, and applications of such ordinance to other persons or circumstances shall not be affected thereby. It is declared to be the intent of this ordinance that the same would have been adopted had such invalid provisions, if any, not been included herein.

6.29 TATTOO ESTABLISHMENTS.

- (1) LICENSE REQUIRED.
- (a) <u>License Required</u>. No person shall engage in the business of tattooing in the City of Green Bay without a license.
 - (b) Fee. The license fee required is \$50.
- (c) <u>Application Investigation</u>. The application for license shall be given to the Health Commissioner. The City Clerk shall issue the license only after the Health Commissioner, after an investigation and inspection of the premises where tattooing is proposed to be practiced, certifies that the sanitary conditions prevailing upon the premises comply with the provisions of this chapter.
- (d) <u>Display</u>. The license issued shall be posted at all times on the licensed premises in a conspicuous location.

(2) DEFINITIONS.

(a) <u>Health Commissioner</u> shall mean and include the Health Commissioner or an authorized agent of the Health Commissioner.

- (b) <u>Tattooing</u> shall mean and include any method of placing or removing designs, letters, scrolls, figures, symbols, or any other marks upon or under the skin of a person with ink or color by the aid of needles or instruments.
- (c) <u>Approved</u> means acceptable to the Health Department based upon its determination of conformance to good public health practices.
- (d) <u>Sterilize</u> means submission to the steam pressure (autoclave) method with at least 15 pounds of pressure per square inch at 250° Fahrenheit for at least 30 minutes.
 - (3) HEALTH AND SANITARY REQUIREMENTS.

(a) Premises.

- 1. All tattooing establishments shall be maintained in a clean and sanitary condition. Antiseptic procedures shall be followed to insure physical cleanliness and sanitation.
- 2. The Health Commissioner shall have the right under §6.31, Green Bay Municipal Code, to inspect any tattoo shop licensed under the provisions of this article for the purpose of determining whether or not any of the terms of this article are being violated.
- 3. A handwashing facility supplied with hot and cold water under pressure, soap, and single-service towels shall be located in the room in which the tattoo is administered.
- 4. Approved waste containers with non-absorbent plastic liners shall be used for all tissues, towels, gauze pads, and other similar items used on the customer.
- 5. No person shall be present in the immediate vicinity of the area in which tattoos are administered unless authorized by the tattoo operator to be there.

(b) Equipment.

1. General.

- a. All tattoo establishments shall be equipped with an autoclave which is in good working order and which is manufactured with temperature and pressure gauges marked and visible on the outside of the unit.
- b. All pigments, dyes, and instruments used in the practice of tattooing shall be sterilized before use.
 - c. Needles shall be used on only one customer and then discarded after use.
- d. Needles may be reused on the same person by rinsing them under running tap water followed by rinsing them in 70 percent isopropyl alcohol or other method approved by the Health Commissioner.
- e. All instruments shall be thoroughly cleaned before being sterilized. This may be done with an ultrasonic cleaner or with a probe, needles, or brush able to enter the smallest opening of the instrument. After cleaning, instruments shall be rinsed under fresh running tap water.

- f. After sterilization, all needles and other instruments not individually wrapped shall be stored in a sterilized and covered glass container or in a stainless steel tray and submerged in an approved sterilizing and disinfecting solution. The Health Commissioner shall supply all establishments licensed under this ordinance with a list of approved sterilizing and disinfecting solutions.
- g. Equipment or instruments requiring sterilization may be wrapped with an approved paper or plastic or placed in glass or plastic tubes. All such packages or containers shall be marked with temperature recording tape or labels and dated with the date of sterilization.

2. Stencils.

a. Plastic stencils shall be thoroughly cleaned after each use and sanitized by immersion for 10 minutes in a chlorine disinfectant solution prepared by mixing one tablespoon of household bleach containing 5 percent chlorine with one pint of water. A fresh solution of chlorine must be prepared for each stencil. After sanitizing, the stencils shall be rinsed in running tap water and air dried or blotted dry with a clean, single-service towel.

Prior to use, each pre-cleaned stencil shall be rinsed in a 70 percent isopropyl alcohol solution.

b. Paper stencils shall only be used once. New paper stencils shall be used for every individual.

3. Dyes and Inks.

- a. The licensee shall submit in writing to the Health Commissioner the source of all dyes and inks used in administering tattoos.
- b. Dyes or inks shall be taken only from squeeze bottle containers in which the dyes or inks have been sterilized.
- c. Immediately before applying a tattoo, the dye to be used for the tattoo shall be squeezed from the sterile dye bottles into sterile disposable cups. Upon the completion of the tattoo, the cups and unused dye shall be discarded. Any dye in which the needles were dipped shall not be used on another person.

(c) Skin Preparation.

- 1. Aseptic technique must be utilized in the practice of tattooing.
- a. Each operator is required to scrub his or her hands thoroughly before commencing tattooing on the customer's skin.
- b. If the customer's skin is to be shaved, the skin shall be washed with a cleansing, medicated soap before shaving. A safety razor shall be used. A new blade shall be used for each customer. The blade shall be discarded after each use. Reusable blade holders shall be sterilized after each use. If disposable blade holders are used, they may be used on one customer only and then must be discarded.

- c. The skin area to be tattooed shall be prepared by thoroughly washing the area with 70 percent isopropyl alcohol or other method approved by the Health Commissioner.
- d. Single-use gauze pads, cloths, and towels shall be used in the skin cleaning and preparation process.
- e. Petroleum jelly used for applying stencils shall be dispensed from a single-use disposable container or with a sterile tongue blade or sterile applicator stick which shall be discarded after each use.
- 2. After completing work on any person, the tattooed area shall be washed with 70 percent isopropyl alcohol. A dry, sterile gauze dressing shall be used to cover the tattooed area. Use of medicated ointment on the tattooed area is permitted.

(d) General Supplies.

- 1. All tattooing establishments shall have clean, laundered towels, washcloths, and disposable paper towels in sufficient quantity for the sanitary operation of the practice of tattooing.
 - 2. A clean towel and washcloth shall be used for each customer.
 - 3. Clean towels and washcloths shall be stored in a closed, dust-proof container.
 - 4. Soiled towels and washcloths shall be stored in an approved covered container.
 - 5. All operators shall wear clean, washable garments.
- 6. The operating table, chair, and supply tables shall be constructed of a material capable of being easily and thoroughly cleaned.

(e) Operator Requirements.

- 1. The operator shall be free of communicable diseases that may transmitted by the practice of tattooing;
- 2. Operators with open sores or skin infections on the hand or hands shall not be permitted to engage in the practice of tattooing;
 - 3. The operator shall not use tobacco in any form while administering the tattoo;
- 4. The operator shall wash his/her hands thoroughly with soap and water before any skin preparation or tattooing; the hands shall be dried with individual single-service towels;
 - 5. Physical examination of operators:
- a. The Health Commissioner shall have the power to require any tattooer to submit to a practicing physician for a physical examination whenever the tattooer is suspected of having any infectious or contagious disease that may be transmitted by the practice of tattooing. The expense of the physical examination shall be paid by the tattooer.

b. Any tattooer notified to appear for a physical examination, as may be required by the preceding subsection, shall immediately cease working as a tattooer and shall not be allowed to work thereafter as a tattooer until he or she shall have first received a certificate in writing from a practicing physician that he or she is not inflicted with any infectious or contagious condition or disease that may be transmitted by the practice of tattooing.

(f) Customers.

- 1. It shall be unlawful for any person to tattoo any person under the age of 18 years.
- 2. Inquiry shall be made and no tattooing shall be performed on any person who is suspected of having jaundice or hepatitis or who has recovered from jaundice or hepatitis within the preceding six months.
- 3. Tattooing shall not be performed on any person in an area with an evident skin infection or other skin disease or condition, including but not limited to rashes, pimples, boils, or infections.

(4) OTHER PROVISIONS.

- (a) <u>Record Retention</u>. Records shall be kept of all tattoos administered, including the name of customer, date, time, identification of tattoo, and operator's name. Records shall be kept on the premises of the tattoo shop where tattoos are administered. These records shall be available for inspection for a period of six months after the date the tattoo is applied.
- (b) <u>Penalties</u>. Any person found to have violated any provision of this section shall be subject to a fine of not less than \$50 and not more than \$500.
- (c) <u>Severability</u>. If any section, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court, such decision shall not affect the validity of the remaining portions of this ordinance.

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried. Moved by Ald. Moore, seconded by Ald. Danzinger to advance the ordinance to the third reading. Motion carried.

GENERAL ORDINANCE NO. 13-13

AN ORDINANCE
CREATING SECTION 15.68,
GREEN BAY MUNICIPAL CODE,
RELATING TO BUILDING MAINTENANCE

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 15.68, Green Bay Municipal Code, is hereby created to read as follows:

15.68 **BUILDING MAINTENANCE**

- (1) HAZARDOUS CONDITIONS. A person who owns, leases or occupies a building shall keep the building from structural or other conditions that constitute a substantial hazard to the health or safety of its occupants, or creates an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the building other than negligence by an occupant.
- (2) COMMON AREAS. A person who owns a commercial building and leases the building to multiple tenants shall keep all common areas of the building maintained in a manner that is safe, functioning, sanitary, and undamaged.
- (3) BUILDING EXTERIOR. A person who owns a building shall keep all exterior and weatherproofing components maintained in a manner that is safe, functioning, cleanable, and undamaged.
- (4) INSUFFICIENT REPAIRS. A person who owns a building shall ensure all repairs to the building are performed in a workmanlike manner. Workmanlike manner includes, but is not limited to:
- (a) The use of materials that has a consistent texture, color, quality, or appearance with adjacent materials.
- (b) The complete performance of a job which does not leave unfinished edges, exposed nails/screws, loosely attached materials, or similar conditions.

(5) NOTICE OF VIOLATIONS TO PROSPECTIVE PURCHASERS. An owner of real property shall give notice to any prospective purchaser that a notice has been issued concerning a building code violation, where the condition giving rise to the notice of violation has not been corrected.

| public | SECTION 2. ation. | This | ordinance | shall to | ake effect o | on and | after its | passage | and |
|--------|-------------------|--------|-----------|----------|--------------|--------|-----------|---------|-----|
| 2013. | Dated at Gree | n Bay, | Wisconsin | this | day of | f | | , | |
| | | | | | APPROVI | ED: | | | |
| | | | | | Mayor | | | | |
| ATTE | ST: | | | | | | | | |
| Clerk | | | | | | | | | |

Moved by Ald. Wiezbiskie, seconded by Ald. Kocha to suspend the rules for the purpose of advancing the ordinance to the third reading. Motion carried. Moved by Ald. Moore, seconded by Ald. Danzinger to advance the ordinance to the third reading. Motion carried.

ZONING ORDINANCES

Moved by Ald. Thomas DeWane, seconded by Ald. Wiezbiskie to suspend the rules for the purpose of adopting the zoning ordinances with one roll call vote. Motion carried.

AN ORDINANCE REZONING PROPERTY LOCATED IN THE 300 BLOCKS OF NORTH VANBUREN STREET AND NORTH WEBSTER AVENUE AND THE 900 BLOCKS OF MAIN STREET AND PINE STREET FROM GENERAL COMMERCIAL (C1) DISTRICT TO NEIGHBORHOOD CENTER (NC) DISTRICT (ZP 13-16)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13.01, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property from General Commercial (C1) District to Neighborhood Center (NC) District:

Tax Parcel Number 9-9: LOT 1 OF 56 CSM 185 BNG ALL OF LOTS 171-174 and 413-416 and PRT OF LOTS 169, 170 and 412 PLAT OF NAVARINO

Tax Parcel Number 9-1: LOT 2 OF 25 CSM 180 BNG PRT OF LOTS 169 and 170 PLAT OF NAVARINO

Tax Parcel Number 9-2: NAVARINO PLAT S 48 FT OF LOTS 169 and 170

Tax Parcel Number 9-89: NAVARINO PLAT N 53 FT OF LOT 411 and N 53 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-91: NAVARINO PLAT N 42 FT OF S 112 FT OF LOT 411 and N 42 FT OF S 112 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-90: NAVARINO PLAT S 70 FT OF LOT 411 and S 70 FT OF W 1/2 OF LOT 412

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 18th day of June, 2013.

APPROVED:

James J. Schmitt Mayor

ATTEST:

Kris A. Teske Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the ordinance. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

ZONING ORDINANCE NO. 8-13

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT
FOR THE PROPOSED WHITNEY PARK TOWNHOMES
LOCATED IN THE 300 BLOCK OF NORTH VAN BUREN STREET
(ZP 13-16-A)

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development (PUD) District on the following described property:

Tax Parcel Number 9-90: NAVARINO PLAT S 70 FT OF LOT 411 & S 70 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-91: NAVARINO PLAT N 42 FT OF S 112 FT OF LOT 411 & N 42 FT OF S 112 FT OF W 1/2 OF LOT 412

Tax Parcel Number 9-89: NAVARINO PLAT N 53 FT OF LOT 411 & N 53 FT OF W 1/2 OF LOT 412

<u>Tax Parcel Number 9-2</u>: NAVARINO PLAT S 48 FT OF LOTS 169 & 170

<u>Tax Parcel Number 9-1</u>: LOT 2 OF 25 CSM 180 BNG PRT OF LOTS 169 & 170 PLAT OF NAVARINO

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. Project Scope. To construct in two phases, two, three-unit townhome buildings within the 300 block of North Van Buren Street, known as the Whitney Park Townhomes. Phase One would include the construction of a three-unit townhome located on the northeast corner of Pine Street and North Van Buren Street. Phase Two would include an additional three-unit townhome immediately north of Phase One. A Phase Three construction would potentially include an additional three-unit townhome immediately north of Phase Two and be of similar site layout and overall townhome design.
- B. <u>Permitted Uses</u>. Two, three-unit townhomes as generally depicted on Exhibit A. An additional three-unit townhome will be permitted as part of Phase Three and shall be similar in overall design as previous phases.
- C. Setbacks, Height and Impervious Coverage.
 - 1. Buildings and paving are precluded within the following required setbacks:
 - a. Front Yard/Corner Side Yard: 5 feet.
 - b. Interior Side Yard: 5 feet.
 - c. Rear Yard: 0 feet. A physical separation shall be provided between the property line consisting of curbing, railroad ties or other similar material and barrier to delineate the east property line for Phase One and Phase Two.
 - 2. Overall height of the proposed structures shall not exceed 35 feet.
 - 3. All three phases, as identified with the scope of this ordinance, shall be considered as one site in the calculation of the impervious coverage. The impervious coverage shall not exceed 80% for all three phases.
- D. Landscaping.

- A forecourt area shall be created between the sidewalk and the building façade. This area may include walls, fencing less than 3 feet in height, landscaping, lighting, ground-level patios and trees. Street trees may also be considered an extension of the forecourt.
- A detailed landscape plan and forecourt area plan shall be submitted and approved, prior to occupancy for each unit, by the Community Development Review Team (CDRT). The landscape plan shall identify all proposed plant material, locations, and sizes.
- E. <u>Stormwater Management and Grading Plan</u>. If applicable, a stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City.

F. Architectural Design

- Covered entries/"eyebrow" features shall be provided on all ground-level entrances to the structure or other similar architectural entry feature shall be provided. Garages and interior side yards may be excluded from this requirement.
- 2. The proposed flat roofs should be detailed with parapets or roof overhangs, "eyebrows" or other decorative supports.
- 3. All exterior building materials shall be of a durable nature and shall blend to compliment the overall design of the structure.
- 4. Overall design and appearance shall be consistent with Exhibit B.
- G. Site Plan. A complete site plan shall be submitted and approved prior to any construction, change of use, or other activity that requires site plan approval under Section 13-1802 Green Bay Municipal Code.

H. Parking.

- 1. Shall be consistent with Chapter 13-1700, Green Bay Zoning Code.
- 2. All maintenance and upkeep of building(s), landscaping, internal drives and parking areas within the PUD are the sole responsibility of the developer/owner.

- 3. Service, loading, and trash collection. Areas for service, loading, or trash collection shall not be visible from public rights-of-way. These functions shall be incorporated into the overall design of the building and the landscaping or may be screened in compliance with Section 13-1813, Green Bay Municipal Code.
- Lighting. Lighting shall be regulated as specified in Sections 13-524, 13-525, 13-527, Outdoor Lighting Regulations, Green Bay Municipal Code.
- J. Additional Applicable Regulations. Unless stated above, the development must comply with all other regulations of the Green Bay Municipal Code.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 5. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this 18th day of June, 2013.

APPROVED:

James J. Schmitt Mayor

ATTEST:

Kris A. Teske Clerk

Moved by Ald. Thomas DeWane, seconded by Ald. Warner to adopt the ordinance. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

ORDINANCES - THIRD READING

GENERAL ORDINANCE NO. 10-13

AN ORDINANCE AMENDING SECTION 29.208, GREEN BAY MUNICIPAL CODE, RELATING TO PARKING REGULATIONS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 29.208, Green Bay Municipal Code, is hereby amended by adding thereto the following NO PARKING zones:

<u>LYNDON STREET</u>, east side, from Velp Avenue to a point 65 feet north of Velp Avenue

<u>LYNDON STREET</u>, west side, from Velp Avenue to a point 50 feet north of Velp Avenue

SECTION 2. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin this 18th day of June, 2013.

APPROVED:

James J. Schmitt Mayor

ATTEST:

Kris A. Teske Clerk

Moved by Ald. Wiezbiskie, seconded by Ald. Steuer to adopt the ordinance. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Nicholson, Tim DeWane, Kocha, Moore, Boyce, Brunette, Warner, Steuer, Danzinger, Sladek. Noes: None. Motion carried.

COMMITTEE OF THE WHOLE

Moved by Ald. Moore, seconded by Ald. Steuer to convene in closed session. *Roll call*: Ayes: Wiezbiskie, Thomas DeWane, Tim DeWane, Kocha, Moore, Boyce, Warner, Steuer, Danzinger, Sladek. Noes: Nicholson, Brunette. Motion carried.

Ald. Danzinger read the following:

The Council may convene in closed session pursuant to Section 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

Moved by Ald. Kocha, seconded by Ald. Moore to reconvene in open session. Motion carried.

Moved by Ald. Moore, seconded by Ald. Kocha to proceed and approve the acquisition of the property at 416-418 N. Monroe Avenue, for less than assessed value.

The Mayor stated that this would also put the Adult Entertainment License in the City's hands. Capital Improvement Funds in Parking Utility will pay to demo the building and turn it into a parking lot. Parking spots will be leased to an adjoining business in the area. The property will be marketed for a better use.

Roll call: Ayes: Wiezbiskie, Thomas DeWane, Kocha, Moore, Boyce, Warner, Steuer, Danzinger, Sladek. Noes: Nicholson, Tim DeWane, Brunette. Motion carried.

Moved by Ald. Wiezbiskie, seconded by Ald. Thomas DeWane to adjourn at 9:15 P.M. Motion carried.

Kris A. Teske Green Bay City Clerk